



**Open Enrollment**

**Request for Applications (RFA)**

**RFA # 0145**

**Substance Use Disorder Services**

**FEBRUARY 2026**

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

[procurement\\_inquiries@lifepathsystems.org](mailto:procurement_inquiries@lifepathsystems.org)

**Issue Date: February 6, 2026**

**Due Date: Open Enrollment**



## NOTICE OF OPEN ENROLLMENT

### Background Information

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

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

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

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

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

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

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

Issuance of this RFA does not obligate LifePath Systems to award funding, to pay for any costs incurred by respondents in the preparation and submission of an application, or to enter into any contract. Awards, if made, will be contingent upon continued funding availability, applicants’ compliance with all RFA requirements, and approval by the appropriate governing or oversight authority, as applicable. LifePath Systems reserves the right to amend, suspend, or cancel this RFA, and to reject any or all applications, in whole or in part, at any time.



## PURPOSE

The goal of the RFA is to:

1. Develop a network of providers that allows for individual choice of Substance Use Disorder (SUD) providers within the Local Behavioral Health Authority's catchment area of Collin County.
2. Develop a service array of SUD services as mutually defined by the Health and Human Services Commission and the Local Authority based on current funding.
3. Create meaningful collaborations between the Local Authority and credentialed providers of SUD services.
4. Provide quality SUD services and achieve the desired outcomes at the most efficient cost possible.
5. Provide substance use treatment and behavioral health services to eligible participants to promote and support recovery.

## SERVICES SOUGHT

This RFA seeks participation from Successful Applicants for the purpose of offering Substance Use Disorder Services to promote and support recovery to eligible populations in accordance with the applicable Texas Administrative Code (TAC) requirements, the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) and the American Society of Medicine (ASAM) criteria to increase the capacity of an evidence-based treatment option across the State of Texas that will reduce use of substances, foster active participation in services and support engagement in recovery.

1. The following services as described in the attached Treatment for Adults (TRA)-Treatment for Youth (TRY)-Treatment for Females (TRF) Statement of Work – Attachment E
  - a. Adult Outpatient Treatment
  - b. Youth Outpatient Treatment
  - c. Adult Residential Detoxification
  - d. Adult Ambulatory Detoxification
  - e. Adult Intensive Residential Treatment
  - f. Youth Intensive Residential Treatment
  - g. Specialized Female Outpatient Treatment
  - h. Specialized Female Residential Detoxification Treatment
  - i. Specialized Female Ambulatory Detoxification Treatment

## APPLICANT ELIGIBILITY REQUIREMENTS

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

1. Be contracted in the networks of Service Delivery Area for Medicaid Managed Care Organizations (MCOs), to ensure continuity of services.
2. Service Delivery Area:
  - 2.1 Services must be provided within Collin County to ensure local access to the level(s) of care.
3. The Applicant or its parent company should have provided the service(s) they are proposing to provide for at least two (2) years prior and be capable of providing services in accordance with the goal of this published RFA while assuring adherence to existing standards of care, service definitions, staff training, and credentialing requirements and cost benefit.
4. Applicants must retain professionals that hold valid Texas licenses and/or certifications to the extent required to perform any individual component of the services and meet minimum training, educational, licensing, and credentialing requirements for service delivery in accordance with appropriate TAC requirements. See individual Statement(s) of Work for detailed information.
5. Maintain and cause personnel providing services under the Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general liability, professional liability, and Workers Compensation insurance coverage to insure Applicant against any claim for damages arising in connection with Applicant's responsibilities or the responsibilities of Applicant's personnel under the Agreement. Businesses or professionally licensed applicants must maintain a minimum coverage of 1 million dollars per occurrence, 3 million dollars aggregate, and 1 million dollars umbrella. Applicants providing transportation to individuals receiving services must also provide automobile liability insurance that meets the minimum standard set by the Texas Department of Public Safety.
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.

8. Comply with all state and federal laws regarding the confidentiality of records of individuals served and nondiscrimination.

## RESPONSIBILITIES

### LifePath Systems Responsibilities/Local Authority Required Activities:

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

LifePath Systems required activities include:

1. LifePath Systems shall provide initial eligibility and substance use disorder screenings for individuals including:
  - a. Determination of individuals’ needs, resulting in referral(s) to appropriate resources based on HHSC Placement Guidelines.
  - b. Communication of the initial authorization and assessment information to the receiving Network Provider contingent upon capacity in the system.
2. LifePath Systems shall:
  - a. Review Financial Eligibility that is in “Ready for Review” status in CMBHS.
  - b. Shall place those that are complete in “Closed Complete” status and coordinate with Contractor to resolve those that are determined incomplete
  - c. Provide service authorization throughout the contract in accordance with HHSC Utilization Management Guidelines.
  - d. Be responsible for providing Consumer Benefits Enrollment assistance to potentially eligible individuals.
  - e. Manage a Wait List for individuals who meet eligibility criteria for Substance Use Disorder Services when the system is at or above capacity.
3. LifePath Systems shall:
  - a. Facilitate routine face to face programmatic meetings.
  - b. Conduct required quarterly regional collaborative meetings.
4. LifePath Systems shall monitor Contractor’s compliance with the contract and evaluate the contractor’s provision of services, including:
  - 4.1 Competency and continuity of the contractor to provide care.
  - 4.2 Individuals’ access to services
  - 4.3 Safety of the environment in which services are provided.
  - 4.4 Compliance with the performance expectations referenced in appropriate Texas Administrative Codes in accordance with Substance Use Treatment
  - 4.5 Satisfaction of individuals and family members with services provided; and
  - 4.6 Utilization of resources.
  - 4.7 Monitor credentialing for professionals providing services under this Agreement in accordance with appropriate TAC requirements in accordance with SUD Guidelines.

### Service Provider Responsibilities:

1. Applicant shall enroll as a provider with Texas Medicaid and Healthcare Partnership (TMHP) and all Medicaid Managed Care organizations in service region within the first quarter of the contract term.
2. Applicant agrees that its name, contact information and certain other pertinent information may be used, along with a description of its facilities, care, and services in any information distributed by LifePath Systems listing its Network Providers.
3. Applicant shall furnish LifePath Systems with admission exclusionary criteria in writing at the time of executing the contract. Applicant shall give LifePath Systems thirty (30) days prior written notice of any proposed modifications of the criteria.
4. Applicant shall refer individuals identified as potentially eligible for substance use disorder and Mental Health services to LifePath Systems’ Open Access.
5. Applicant shall maintain, and provide to LifePath Systems upon request, completed ~~credentialing~~ <sup>credentialing</sup> for each professional, including



subcontractors, providing services under this Agreement.

6. Applicant shall respond to initial referral from OSAR within three (3) business days.
7. Applicant shall document Medicaid verification status for each individual receiving services on a monthly basis.
8. Applicant shall provide Consumer Benefits Screening services to identify individuals to be referred to LifePath Systems for assistance in applying for third-party benefits.
9. Applicant shall perform Financial Eligibility, including Medicaid Eligibility Verification, in CMBHS and save in "Ready for Review" status on a semiannual basis, and whenever there is a change in the individual's financial status. Applicants shall coordinate with LifePath Systems to resolve those that are determined to be incomplete. Services provided during period without an approved financial are not reimbursable.
10. Applicant shall participate in quarterly face to face programmatic meetings as scheduled by LifePath Systems.
11. Applicant shall notify LifePath Systems of regulatory reviews/audits and make those findings available.
12. Applicant shall provide Disaster Services as specified in the Performance Contract between HHSC and LifePath Systems in the event of an emergency.
13. Applicant shall comply with regulations and standards relevant to ensuring services are addressing individuals' needs as required by HHSC and comply with the rules and standards as published in the links below:
  - 13.1 Texas Administrative Code Title 26, Part 1, Chapter 564 regarding Standards of Care
  - 13.2 Texas Administration Code Title 22, Part 30, Chapter 681, regarding Professional Counselors.
  - 13.3 Texas Health and Safety Code Title 7, Subtitle A, Chapter 534 Texas Comptroller
  - 13.4 Texas Administration Code Title 22, Part 34, Chapter 781, regarding Social Work Licensure
  - 13.5 Texas Administration Code Title 26, Part 1, Chapter 562, regarding Licensed Chemical Dependency Counselor
  - 13.6 Texas Administrative Code Title 26, Part 1, Chapter 321, regarding Substance Use Services
  - 13.7 LifePath Systems' Utilization Management/Quality Management Guidelines
  - 13.8 HHSC General Provisions, HHSC Additional Provisions, HHSC Data Usage Agreement
  - 13.9 HHSC Substance Use Disorder (SUD) Program Guide
  - 13.10 Statement(s) of Work TRA-TRY-TRF
14. Applicant agrees to disclose to LifePath Systems immediately if changes occur anytime during the term of this Agreement.
15. Applicants shall provide services at designated location(s) within the LBHA Catchment Area of Collin County.
16. Applicant certifies that they are/have:
  - a. In good standing with all state and federal funding and regulatory agencies;
  - b. Not currently debarred, suspended or otherwise excluded from participation in federal grant programs;
  - c. Not delinquent on any repayment agreements;
  - d. Not had a required license or certification revoked;
  - e. Not ineligible under the terms of the Contract; and
  - f. Not had a System Agency contract terminated for cause.

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

**SERVICE PROVIDER PROHIBITED ACTIVITIES:**

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

**QUALIFIED SERVICE ACTIVITIES:**

To be a qualified service provider, one must:

1. Be a staff member or Applicant of the program provider;
2. Be paid by the program provider to provide the particular service being claimed;
3. Not be disqualified by this section to provide the particular service being claimed;
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. Meet the personnel, clinical and/or competency requirements set forth in the appropriate TAC requirements and Statement(s) of Work;



**PAYMENTS/RATES:**

Successful Applicants will be paid on a fee for service rate, based on the SUD Fee Schedule in Attachment F.

**PROCESSING:**

1. Fees are based on current HHSC rates and are subject to change. The rate reimbursed will be the current HHSC rate as indicated in CMBHS. If individual receiving services is subject to a sliding scale copayment, Applicant must collect designated amount from individual and remainder of fee will be collected from HHSC fee.
2. Applicant shall bill:
  - a. LifePath Systems for uninsured individuals' services only.
  - b. The third party for any individuals with third party benefits such as: Medicaid, private insurance, Medicare etc.
3. Applicant shall re-bill and refund any services paid for by LifePath Systems for individuals who have other identified benefits. Refund shall be made within thirty (30) days of identifying the overpayment.
4. If an individual becomes covered by Medicaid, Contractor shall submit all claims previously billed to LifePath Systems, to Medicaid for the time period allowable for Retro-Medicaid coverage. Refund to LifePath Systems shall be made within thirty (30) days of identifying the overpayment.
5. Services delivered must be entered directly into CMBHS and in accordance with all applicable Texas Administrative Codes.
  - a. Treatment Plan and Assessment must be placed in "Closed Complete" status in CMBHS by the end of the fifth (5<sup>th</sup>) service day.
  - b. Claims after the fifth (5<sup>th</sup>) service day will be non-billable until closed, with no retroactive coverage.
6. General Revenue Services:

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

  - a. Claims shall be accepted up to sixty (60) days past the date of service.
  - b. All claims must be entered within thirty-five (35) days of the end of the fiscal period.
  - c. Late billing will not be considered for payment. Any claims not submitted within the above-mentioned timeframes will be considered late.
7. Applicant shall not claim the day of discharge, death, or a day on which an individual begins a leave of absence unless discharge or death occur on the day of admission. If admission and discharge or death occur on the same day, the day is considered a day of admission and counts as one inpatient day. (*RESIDENTIAL ONLY*)
8. Applicant shall forfeit payment for service if:
  - a. Provided without prior authorization;
  - b. Provided prior to employee approval/credentialing through LifePath Systems or;
  - c. Financial Eligibility in CMBHS expired prior to date of service;
  - d. Service is not documented in CMBHS;
  - e. Unable to bill third party or Medicaid due to timeliness and the error is not on LifePath Systems' part.
9. Applicant may forfeit payment if updated credentials are not provided to LifePath Systems prior to expiration date.
10. LifePath Systems will pay Applicant within 30 days after receipt of payment from HHSC.



## INSTRUCTIONS FOR SUBMISSION OF APPLICATIONS

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

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

ATTENTION:

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

Email: [procurement\\_inquiries@lifepathsystems.org](mailto:procurement_inquiries@lifepathsystems.org)

2. Applications will be processed upon receipt. In the future, additional open enrollment periods for services may be announced or contract periods may be staggered to ensure availability of adequate numbers of service providers to meet the volume of demand for services.
3. Number of Copies - To achieve a uniform review process and to obtain a maximum degree of comparability, LifePath Systems requires that Applications be submitted with one (1) master (marked original). Each must include the following items:
  - a. Title Page - Title page must show the RFA subject; the Applicant's name; the Applicant's address, and telephone number of a contact person; and the Type of Business Entity.
  - b. Transmittal Letter - Transmittal Letter - Submit a signed letter that the applicant is not currently held in abeyance or barred from the award of a federal or state contract; and is currently in good standing for state tax, pursuant to the Texas Business Corporation Act Texas Civil Statutes, Article 2.45., and that the Applicant agrees to provide the specified community services at the rate of payment described in the RFA.
    - I. Applicant Representative - Include the name of the designated individual(s), along with respective telephone number(s), email address(es), who will be responsible for answering technical and contractual questions with respect to the application.
  - c. Application – must be filled out in its entirety.  
Response format as follows: State the question or item exactly as appears; then provide your detailed response.
  - d. Questions fall under the following sections:
    - I. Business Demographics
    - II. Services
    - III. Facility
    - IV. Certificate of Insurance
    - V. Risk Profile
    - VI. Client Reference
  - e. All application response attachments must be labeled to reference the appropriate section and letter (i.e., "VI. a.")
4. A STATEMENT CONFIRMING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE GENERAL AFFIRMATIONS LOCATED AT: <https://www.lifepathsystems.org/wp-content/uploads/2021/05/General-Affirmations.pdf>
5. False statements or false information provided by an Applicant may result in disqualification from or termination of enrollment into the network. In accepting applications, LifePath Systems reserves the right to reject any and all Applications, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action which it deems to be in the best interest of the Local Authority. Further, LifePath Systems is not obligated to accept applications it deems are incomplete, inaccurate, or fail to meet minimum standards as determined solely at the discretion of LifePath Systems. LifePath Systems will not pay for any costs incurred by Applicants in the preparation and submission of a response to this RFA.
6. Each Applicant is responsible for ensuring that documents for potential enrollment are submitted completely and on time. The Local Authority expressly reserves the right not to evaluate any enrollment documents that are incomplete or late. Any attached form(s) must be completed by each Applicant to be considered for possible enrollment in the network.
7. Each Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code, **except for trade secrets and confidential information contained in the Application and clearly identified by the Applicant as such with red ink**. Such information may still be subject to disclosure under the Public Information Act and other applicable law.



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

**ORGANIZATIONAL APPLICATION CHECKLIST**

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

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

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

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



**B. SERVICES**

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

Service	Indicate (✓) if applying to provide this service
Adult Outpatient Treatment	
Adult Residential Detoxification	
Adult Ambulatory Detoxification	
Adult Intensive Residential	
Youth Outpatient Treatment	
Youth Intensive Residential	
Specialized Female Outpatient Treatment	

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

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

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**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 facility to public transportation: \_\_\_\_\_

**D. PROFESSIONAL LIABILITY INSURANCE**

Organization and licensed/certified professionals 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 experience over the last 5 years providing services to the population of individuals the organization is applying to serve: *(Attach additional pages as necessary)*

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2. Describe 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)*

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3. Describe experience/abilities working with diverse groups of individuals with regard to ethnic, racial, religious, and sexual orientation: *(Attach additional pages as necessary)*  


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4. Describe any limitations on capacity to serve the population (age ranges, total number of individuals, geographical region, etc.): *(Attach additional pages as necessary)*  


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


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**F. OPERATIONS INFORMATION**

1. If organization answers “no” to any of the questions below, organization is not eligible to receive a contract to provide services under this RFA. Does the organization have:
 

a. An individual appeals process	<b>Yes</b>
b. An incident report process	<b>Yes</b>
c. A confidentiality/individual rights process	<b>Yes</b>
d. An internal quality improvement process	<b>Yes</b>
e. An internal utilization management process	<b>Yes</b>
f. A customer/individual satisfaction measure	<b>Yes</b>
g. A service outcome measure	<b>Yes</b>
h. A file on each individual receiving services	<b>Yes</b>
i. Have a current operation plan and budget	<b>Yes</b>

**G. INFORMATION SYSTEMS**

Organization 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 have internet access and a valid email address? **Yes No**

**H. RISK MANAGEMENT**

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

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3. Describe how organization prevents, identifies, and reports abuse, neglect, exploitation, and rights violations pertaining to individuals receiving services, including the training of staff on these issues. Attach any policies and procedures organization has implemented related to this area: *(Attach additional pages as necessary)*

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

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

**I. 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)*

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3. Do any of the organization's employees have criminal convictions? **Yes No**  
 If yes, explain: *(Attach additional pages as necessary)*

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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)*

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5. Do any of organization's current employees have validated/confirmed fraud, abuse, neglect, exploitation, or rights violation claims? **Yes No**  
 If yes, describe in detail: *(Attach additional pages as necessary)*

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

**J. REFERENCES**

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

Reference	E-mail Address	Phone



**ATTESTATION**

I hereby attest to the following:

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

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



## ASSURANCES DOCUMENT

The Applicant assures the following:

1. All addenda and attachments to the RFA as distributed by the Local Authority and designated by the checklist have been received.
2. No attempt has been or will be made by the Applicant to induce any person or Applicant to submit or not to submit an application.
3. The Applicant does not discriminate in its services or employment practices based on race, color, genetic information, religion, sex, national origin, disability, veteran status, or age.
4. All cost and pricing information is reflected in the RFA response documents or attachments.
5. The Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
6. The Applicant accepts the Center's right to cancel the RFA at any time prior to Contract award.
7. The Applicant accepts the Local Authority's right to alter the timetables for procurement that are set forth in the RFA.
8. The Application submitted by the Applicant has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
9. Unless otherwise required by law, the information in the application submitted by the Applicant has not been knowingly disclosed by the Applicant to any other Applicant prior to the notice of intent to award.
10. No claim will be made for payment to cover costs incurred in the preparation of the submission of the Proposal or any other associated costs.
11. Local Authority has the right to complete background checks and verify information.
12. The individual(s) signing this document and any Contract awarded to Applicant is authorized to legally bind the Applicant.
13. No employee of the Local Authority and no member of the Local Authority's Board will directly or indirectly receive any pecuniary interest from an award of the proposed Contract to Applicant. If the Applicant is unable to make the affirmation, then the Applicant must disclose any knowledge of such interests.
14. The Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
15. The Applicant is not currently delinquent in its payments of any franchise tax or state tax owed to the state of Texas, pursuant to Texas Business Corporation Act, Texas Civil Statutes) Article 2.45.
16. The Applicant shall disclose whether any of the directors or personnel of Applicant has either been an employee or a trustee of the Local Authority within the past two (2) years preceding the date of submission of the Application. If such employment has existed, or at term of office served, the application shall state in an attached writing the nature and time of the affiliations.
17. The Applicant shall identify in the attached writing any trustee or employee of Local Authority who has a financial interest in the Applicant or who is related within the second degree by consanguinity or affinity to a person having such financial interest. Such disclosure shall include a complete statement of the nature of such financial interest and the relationship, if applicable.
18. No former employee or officer of the Local Authority directly or indirectly aided or attempted to aid in procurement of Applicant's service.
19. The Applicant shall disclose in an attached writing the name of every Local Authority employee and/or member of Local Authority's board with whom the applicant is doing business or has done business during the 365-day period immediately prior to the date on which the application is due. Failure to include such a disclosure will be a binding representation by Applicant that the natural person executing the Proposal has no knowledge of any key persons with whom the Applicant is doing business or has done business during the 365-day period prior to the immediate date on which the Proposal is due.
20. Under Section 231.006, Family Code, the Applicant, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "Vendor or applicant" shall mean Vendor; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to the Successful Vendor(s).

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

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

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email



**CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, & COOPERATIVE AGREEMENTS**

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

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

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

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

\_\_\_\_\_  
Printed Name Title (if applicable)

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

\_\_\_\_\_



## **ASSURANCES, CERTIFICATIONS, EXHIBITS, AND ATTACHMENTS**

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

Attachment A:	Background Check Form
Attachment B:	Acronyms Glossary
Attachment C:	Form W-9
Attachment D:	Conflict of Interest Questionnaire
Attachment E:	Statement of Work – TRA -TRY-TRF –Separate Document
Attachment F:	SUD Fee Schedule –Separate Document

LifePath Systems  
Samatha Kommana  
Email: [procurement\\_inquiries@lifepathsystems.org](mailto:procurement_inquiries@lifepathsystems.org)

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**Attachment A**  
**Local Authority's Bars to Workforce/Contracting**

**FY26 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 also declare my full understanding that the above test will be performed by LifePath Systems on an annual basis. I also consent to LifePath Systems' requirement that my name/organization be checked against the List of Excluded Individuals and Entities (LEIE) on a monthly basis.**

**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.
- Contractors acknowledge they and/or their employees, agents or representatives are prohibited from having any contact with individuals receiving services through this agreement until successfully clearing the criminal background check and required registry reviews.
- During the term of the contract, Contractor is responsible for promptly forwarding all applicable request for Office of the Inspector General (OIG) Exclusion List and applicable registry clearance verification upon request of Contract Manager in accordance with Section 8.9 and Section 9.2 of this agreement.
- LifePath Systems is responsible for receiving, storing, and logging all data relevant to this topic.

### Individual Contractors

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

- Contractor must complete the LifePath Systems Criminal Background Check Form and submit to the assigned LifePath Systems Contract Manager prior to service delivery.
- Contractors are 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.

### 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), that is punishable as a Class A misdemeanor or a felony;
  - f. an offense under Section 37.12, Penal Code (false identification as peace officer; misrepresentation of property); or
  - g. an offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct).
3. For the 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 manufacture, delivery, intent to distribute, conspiracy to possess or produce with intent to distribute, distribution to a minor, illegal expenditure or investment, or transfer to receipt of chemical laboratory apparatus).
  - b. Texas Penal Code:
    - i. §15.01 – Criminal Attempt of an Offense Listed as a Bar
    - ii. §43.03 – Promotion of Prostitution
    - iii. §43.04 – Aggravated Promotion of Prostitution
    - iv. §43.05 – Compelling Prostitution
    - v. §43.25 – Sexual Performance by a Child
    - vi. §43.26 – Possession or Promotion of Child Pornography
5. An individual who is listed as revoked in the Nurse Aide Registry or listed as unemployable in the Employee Misconduct Registry.

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

**Attachment C  
FORM W-9**

**Request for Taxpayer Identification Number and Certification**

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

(Attach completed form as part of the application)

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**Attachment D  
CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

**Please retrieve CIQ Form from the following website:**

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

(Attach completed form as part of the application)

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

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



## **ATTACHMENT E STATEMENT OF WORK – TRA-TRY-TRF – FY26**

### **STATEMENT OF WORK**

#### **SECTION I: PURPOSE**

Contractor shall provide substance use treatment and behavioral health services to promote and support recovery to eligible populations in accordance with the applicable Texas Administrative Code (TAC) requirements, the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) and the American Society of Medicine (ASAM) criteria. Treatment programs, Treatment for Adults (TRA), Treatment for Females (TRF) and Treatment for Youth (TRY), will increase the capacity of evidence-based treatment options that will reduce use of substances, foster active participation in services, and support engagement in recovery.

Preference for services shall be provided to the Federal and State priority populations:

1. Pregnant individuals who inject drugs;
2. Pregnant individuals;
3. Individuals who inject drugs;
4. Individuals identified as being at high risk for overdose;
5. Individuals referred by Department of Family and Protective Services (DFPS); and
6. Individuals experiencing housing instability or homelessness.

#### **SECTION II: GOAL**

To implement accessible, evidence-based substance use treatment services which will lead to the reduction in use of substances, support active participation in services, and encourage long-term engagement in recovery.

#### **SECTION III: TARGET POPULATION**

Texas residents who are below the 200% federal poverty level and meet Health and Human Services Commission (HHSC) Client Eligibility for substance use disorder services in accordance with applicable TAC requirements, the most current Diagnostic and Statistical Manual of Mental Disorders (DSM) and the American Society of Medicine (ASAM) criteria groups of TRA, TRF, and TRY.

#### **SECTION IV: SERVICE AREA**

Services or activities will be provided to individuals from the following counties: Collin County

#### **SECTION V: GENERAL RESPONSIBILITIES**

Contractor shall provide services in accordance with requirements of the most current DSM, ASAM, and the following TAC rules:

1. Title 26, Part 1, Chapter 564, or the most current TAC rule named by Health and Human Services Commission (HHSC) Licensing and Regulation unit for Standards of Care for the services to be provided under agreement.
2. Title 26, Part 1, Chapter 562, Licensed Chemical Dependency Counselor.
3. Title 22, Part 30, Chapter 681, Professional Counselors.



4. Title 22, Part 34, Chapter 781, Social Worker Licensure.
5. Title 22, Part 35, Chapter 801, Licensure and Regulation of Marriage and Family Therapists.
6. Title 1 Part 15, Chapter 354, Subchapter N, Peer Specialist Services.
7. Title 26, Part 1, Chapter 321, Substance Use Services.

## **SECTION VI: STAFF COMPETENCIES AND REQUIREMENTS**

1. All personnel shall receive the training and supervision necessary to ensure compliance with HHSC rules, provision of appropriate and individualized treatment, and standards regarding protection of client health, safety, and welfare.
2. Ensure that all direct care staff review all policies and procedures related to the program or organization on an annual basis.
3. Ensure that all direct care staff receive a copy of this Statement of Work.
4. Employ or contract with a medical director who is a Texas licensed physician if providing Withdrawal Management/Detoxification services. The medical director shall be responsible for admission, diagnosis, medication management, and client care.
5. Comply with 26 TAC Chapter 564, Subchapter F (Personnel Practices and Development).
6. Within ninety (90) business days of hire and prior to service delivery direct care staff shall have specific documented training in the following:
  - a. Motivational Interviewing Techniques or Motivational Enhancement Therapy;
  - b. Trauma-informed care;
  - c. Cultural competency;
  - d. Risk reduction and overdose prevention strategies;
  - e. Informed consent for treating substance use disorders, including opioid use disorders and Medications for Opioid Use Disorder (MOUD); and
  - f. Health Insurance Portability and Accountability Act (HIPAA) and 42 Code of Federal Regulations (CFR) Part 2 (Confidentiality of Substance Use Patient Records) training.
7. Ensure all direct care staff complete annual education on Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 training.
8. Ensure all direct care staff complete a minimum of 10 hours of training each state fiscal year from any combination of the following:
  - a. Motivational Interviewing Techniques;
  - b. Cultural competency;
  - c. Reproductive health education;
  - d. Risk reduction and overdose prevention strategies;
  - e. Trauma-informed care; or
  - f. Suicide prevention and intervention.
9. Individuals responsible for planning, directing, or supervising treatment services shall be a Qualified Credentialed Counselor (QCC).
10. SUD counseling shall be provided by a QCC, or Chemical Dependency Counselor Intern.
11. All counselor interns shall work under the direct supervision of a QCC.
12. SUD education and life skills training shall be provided by counselors or individuals who have been trained.
13. Licensed Chemical Dependency Counselors shall not provide services outside the licensee's scope of practice or licensure or use techniques that exceed the person's license authorization or professional competence.
14. Contractor shall have a clinical program director known as "Program Director" with at least two (2) years of



post-QCC licensure experience providing SUD treatment.

15. Develop policies and procedures on staff training, available for HHSC and Local Authority review, to ensure clients are treated in a respectful, non-threatening, and sensitive manner.
16. Contractor must ensure for Human Immunodeficiency Virus (HIV) Residential Contractors:
  - a. Counseling staff all have one (1) year of experience working with people living with HIV or the at-risk population.
  - b. Provide specific training for direct care staff, annually, in harm, risk reduction, and overdose training.
  - c. Registered Nurse (RN), Licensed Vocational Nurse (LVN), or Physician's Assistant have at least two years' experience working with people living with HIV. All shifts must be staffed with either an LVN or RN.
  - d. Food service staff include at least one (1) full time employee who has a certification in food service management and the ability to plan and accommodate diets recommended for individuals served by grant agreement.

## **SECTION VII: POLICIES AND PROCEDURES**

Contractor shall establish and follow policies and procedures outlined below and make the documents available to HHSC and Local Authority upon request:

1. Develop policies and procedures as required by 1 TAC §392.511.
2. Develop policies and procedures to perform the activities documented.
3. Develop and implement policies and age-appropriate procedures to protect the rights of children, families, and adults participating in substance use treatment services.
4. Develop and maintain current written policies and procedures for employees, subcontractors, and volunteers who work directly or indirectly with clients. The written policies and procedures must address client safety, including requirements related to abuse, neglect and exploitation and ensure that all activities with clients are conducted in a respectful, non-threatening, non-judgmental, and confidential manner.
5. Develop and implement written policies and procedures that address the delivery of services by employees, subcontractors, or volunteers on probation or parole.
6. Submit via CMBHS using the following naming convention: Service Delivery Policy and Procedures: Staff On Probation/Parole notice of any of employees, volunteers or subcontractors who are on parole or probation if the employee, volunteer, or subcontractor provides or will provide direct client services or who has or may have direct contact with clients.
7. Maintain copies of all notices required under this section for HHSC and Local Authority review.
8. Ensure that any person who is on probation or parole is prohibited from performing direct client services or from having direct contact with clients until authorized by HHSC and Local authority.
9. Develop and implement written confidentiality policies and procedures in compliance with Health and Human Services (HHS) Uniform Terms and Conditions—Grant Version 3.5, Health and Human Services (HHS) Additional Provisions – Grant Funding V.1.0, HHS Data Use Agreement and if providing direct services to individual youth and families. This must include procedures to securely store and maintain privacy and confidentiality of information and records concerning clients and the client's family members and ensuring all employees and volunteers follow the agency's confidentiality policies, procedures, and requirements.
10. Establish written policies and procedures outlining how the Contractor will adhere to the National CLAS Standards.
11. In accordance with applicable laws, develop policies and procedures regarding client consent, including

consent for travel. Contractor must document consent in accordance with Contractor policies and procedures using a form or process created by Contractor. Contractor must maintain all relevant consent documentation on file for review by HHSC and Local authority upon request.

12. Develop, maintain, and adhere to current written policies and procedures addressing the requirements for criminal background checks as a condition for employment for applicants, contractors, interns, and volunteers who work directly with youth, families or other participants and include:
  - a. Pre-employment and criminal background verification;
  - b. Standards detailing hiring decisions when there is a background check finding; and
  - c. Requirements reporting post-employment instances that would negatively impact subsequent background checks including, but not limited to, arrest, conviction, investigation, or any other legal involvement.

## **SECTION VIII: TREATMENT SERVICES**

### **A. Provision and Documentation of Services**

1. Documenting in Clinical Management for Behavioral Health Services (CMBHS) system:
  - a. Document all specified required activities and services in the Clinical Management for Behavioral Health Services (CMBHS) system. Documents that require client or staff signature shall be maintained according to TAC requirements and made available to HHSC and Local Authority for review upon request.
  - b. Use CMBHS screening and assessment, and financial eligibility to inform on eligibility and appropriate services.
2. Provide Interim Services until individuals are enrolled in substance use treatment, including but not limited to:
  - a. Referral or access to HIV Risk Reduction counseling;
  - b. Referral for HIV testing;
  - c. Referral to prenatal care (if pregnant);
  - d. Referral for Tuberculosis (TB) screening/treatment;
  - e. Referral to substance use education; and
  - f. Referral to community support organizations (i.e., AA, Recovery Support).
3. Implement evidence-based or promising practices education to include but not limited to:
  - a. Overdose prevention and reversal;
  - b. Tuberculosis;
  - c. Human Immunodeficiency Virus (HIV);
  - d. Hepatitis B and C;
  - e. Sexually Transmitted Infections (STIs); and
  - f. Health risks of tobacco and nicotine product use.
4. Contractor shall provide:
  - a. All authorized services at times and locations to meet the needs of the target population.
  - b. All services in a culturally, linguistically, non-threatening, respectful, and developmentally appropriate manner for clients, families, and/or significant others.
  - c. Case management services.
  - d. Trauma-informed services that address the multiple and complex issues related to violence, trauma, and substance use disorders.

- e. Access to adequate and appropriate medical and psychosocial tobacco cessation treatment as follows:
  - i. Assess all clients for tobacco use and all clients seeking to reduce or quit.
  - ii. If the client indicates wanting assistance with reducing or quitting, the client must be referred to appropriate tobacco cessation treatment: <https://www.yesquit.org>.
- f. Age-appropriate medical and psychological therapeutic services designed to treat an individual's SU while promoting recovery.
- g. Referral and referral follow-up in CMBHS to the appropriate community resources based on the individual needs of the client.
- h. Access to a full continuum of treatment services at the necessary intensity to achieve treatment plan goals.
- i. Adhere to the Federal Priority Populations for Treatment Programs and State Priority Populations for Treatment Programs as stated in the SUD Program Guide.
- j. Daily Capacity Management Report: Contractors shall report the previous day's attendance to the Local Authority by 9:30 a.m. Central Time. For example: Monday's daily attendance may be reported on Tuesday and Friday's attendance may be reported on the following Monday. The Local Authority will enter this information in CMBHS as required in the SUD Program Guide.
- k. When appropriate, provide pre-admission service coordination to reduce barriers to treatment, enhance motivation, stabilize life situations, and facilitate engagement in treatment.
- l. Contractor must not deny or delay admission of an individual based on the individual's use of medication that has been prescribed to the individual for treatment of substance use or psychiatric illness.
- m. Contractor shall not restrict admissions of individuals under the care of a licensed physician prescribing medications for treatment of an opioid use disorder.
- n. Contractor shall not have a blanket policy, written or otherwise, denying admission based on a person's prescribed medication(s) or dosage(s) when those medications are being taken in accordance with the instructions of an appropriately licensed professional.
- o. Contractor will not require an individual to discontinue use or modify dosage of medications being taken by the individual for substance use or psychiatric illness when medications are being taken in accordance with the instructions of the person who prescribed the medication(s).
- p. Contractor shall ensure all revisions to an individual/client medication(s) or dosage(s), are performed after:
  - i. Consultation with the individual's/client's current prescribing physician;
  - ii. In the best interests of the client; and
  - iii. Consistent with current evidence-based practices.
- q. Contractor shall ensure all medications for clients are in the prescription packaging which lists:
  - i. The client's name;
  - ii. The prescribing licensed professional name;
  - iii. The name of the medication;
  - iv. Dosage; and
  - v. Prescribing instruction.
- r. With regards to medication, Contractor shall adhere to best practices consistent with nationally recognized professional organizations such as:
  - i. Substance Abuse and Mental Health Services Administration's Federal Guidelines for Opioid Treatment Programs;
  - ii. American Society of Addiction Medicine's Clinical Guidelines; and

- iii. American Academy of Addiction Psychology <https://www.aaap.org/>.
- s. Informed Consent Documentation for Opioid Use Disorder
  - i. Contractor must educate and inform clients regarding treatment for opioid use disorders. This includes discussing the risks and benefits of all treatment options, including evidence-based medications for opioid use disorder.

## **B. Screening, Eligibility and Referral**

1. Contractor shall Refer all uninsured individuals seeking service to the Outreach, Screening, and Referral (OSAR) to document financial eligibility and conduct and document screening. This screening process will determine the individual's needs and will result in documented referral(s) to appropriate resources. If referral to services is made, an accompanying pre-authorization will be provided. Authorization is required for payment due to limited funding.

## **C. Treatment Plan**

1. In accordance with TAC, Contractor shall complete a CMBHS Treatment Plan and the interventions that a client will receive during a Treatment Episode.
2. Contractor shall develop the CMBHS Treatment Plan in collaboration with the client and, as applicable, their support system. The Treatment Plan addresses the client's problems and needs identified in the SU Assessment. It includes the client's problems and goals, as well as strategies to be implemented by service providers and objectives to be achieved by the client.
3. Contractor shall close complete the CMBHS Treatment Plan.
4. If the timeframe to complete the CMBHS Substance Use Assessment and Treatment Plan is not met, and both the Substance Use Assessment and Treatment Plan are not in "closed complete", payment for services is at the discretion of Local authority.
5. Contractor must ensure the Treatment Plan is signed by a QCC and filed in the CMBHS client record within five (5) service days of admission.
6. Contractor shall document referral and referral follow-up in CMBHS to appropriate community resources based on the individual needs of the client.

## **D. Ambulatory and Residential Withdrawal Management/Detoxification Services (TRA and TRF)**

1. Contractor must ensure Ambulatory (i.e., outpatient) and residential (i.e., 24-hour monitoring) withdrawal management services are provided in accordance with TAC rules;
2. Contractor shall develop and implement written policies to ensure placement into the appropriate level of withdrawal management services.
3. When Contractor cannot admit a client and when a medical examination indicates the need for further assessment:
  - a. Contractor shall ensure that an emergency medical care provider is notified.
  - b. Contractor shall coordinate with an alternate provider for immediate admission.
  - c. Contractor shall notify HHSC in writing via email to the assigned Program Specialist and (Substance\_Use\_Disorder@hhs.texas.gov) mailbox and request admission assistance and coordination to other appropriate services.

4. Contractor shall ensure the Medical Director or Designee (physician assistant, nurse practitioner) authorizes all admissions, conducts a face-to-face examination, to include both a history and physical examination of each applicant for services to establish the Axis I diagnosis, assesses level of intoxication or withdrawal potential, and determines the need for treatment and the type of treatment to be provided to reach a placement decision (TAC 564, Subchapter I,( e) 1-6).
5. The authorization and examination must be documented in the client's CMBHS record and contain documentation to support the diagnosis and placement. The physical examination must be entered in CMBHS using the Progress Note and the completed physical examination document uploaded to the Progress Note.
6. Contractor shall ensure ambulatory withdrawal management/detoxification is not a stand-alone service. Contractor shall ensure the client is concurrently admitted to an outpatient SU treatment service while admitted to ambulatory detoxification services.
7. Contractor shall document in CMBHS a Withdrawal Management/Detoxification Intake Form.
8. Contractor shall document in CMBHS a discharge plan prior to discharge or transfer.
9. Contractor shall document in CMBHS a discharge follow-up no more than thirty (30) calendar days after discharge from withdrawal management services.

**E. Intensive and Supportive Residential Services (TRA, TRF, and TRY)**

1. Contractor must ensure that all Residential Treatment services for Substance Use are provided in accordance with TAC. Contractor shall provide residential services in the following manner:
  - a. In licensed facilities
  - b. Include counseling, case management, education, and recovery skills training.
  - c. Hold an empty residential treatment bed and bill for a client who is on a planned, approved absence for up to two (2) consecutive calendar days if justification for departure and return is documented in the client's treatment plan. After two (2) consecutive calendar days, HHSC approval is required for continued billing. Acceptable reasons for absences include:
    - i. Planned, approved absences for the delivery of a child by a pregnant woman;
    - ii. Court appearance; and
    - iii. Other emergencies.
2. Contractor shall manage residential treatment services for TRF Women and Children such that:
  - a. Contractor may move a TRF pregnant client, if the client chooses and is appropriate for this service type, to Women and Children's Intensive and Supportive Residential services no later than the third trimester of pregnancy to provide sufficient time to adjust to the changes prior to delivery.
  - b. Contractor must abide by 45 CFR §96.124, requiring all programs providing services to TRF clients to treat the family as a unit and admit both women and the women's children into treatment services, if appropriate.
  - c. Contractor must treat TRF women, children, and family as a unit and admit together into treatment services, if appropriate.
  - d. Women and Children's treatment facilities must only admit clients that meet at least one (1) of the following criteria:
    - i. Be in the third trimester of pregnancy;
    - ii. Have at least one (1) child physically residing overnight with the client in the facility;
    - iii. Have a referral by DFPS.
  - e. Contractor can bill HHSC for Women and Children's Intensive and Supportive Residential if one (1) of the following requirements are met for each service day:

- i. Client is in the third trimester of pregnancy or later;
- ii. Client leaves treatment services for hospitalization for delivery and the client returns from the hospital, with the child, to treatment services, up to two (2) consecutive calendar days after the delivery unless prior authorization from Local Authority is received in writing:
  - 1. Client has at least one child physically residing overnight with the client in the facility. Contractor may bill for this service type when the child is on a planned, approved absence for up to two (2) consecutive calendar days. The frequency of approved absences must not exceed four calendar days in a 30-day period;
  - 2. The client was referred by DFPS and DFPS will not allow a child to reside overnight at the facility. Contractor must obtain written documentation from DFPS that within the first 30 calendar days of the treatment episode, DFPS will allow a child to reside overnight with the client at the facility. During the first 30 calendar days of the treatment the child may be allowed to be present at the facility. After 30 calendar days, if DFPS has not allowed the child to reside overnight at the facility with the client, Contractor must cease billing for Women and Children’s Intensive and Supportive Residential Treatment services and move the client to Residential – Adult Treatment; or
  - 3. If the client does not meet one of the admission requirements of this section, the client must be placed into Specialized Female or Adult services until one of the requirements of this section is met.
- f. As part of the education hours for Specialized Female, Women and Children’s Intensive Residential services, Contractor must provide and document in CMBHS:
  - i. A minimum of two (2) hours once a week of evidence-based parenting education.
  - ii. A minimum of six (6) hours of reproductive health education within 30 calendar day of the admission, and
  - iii. A minimum of two (2) hours of evidenced-based education on the effects of alcohol, tobacco, and other drugs during pregnancy.
- g. As part of the education hours for Specialized Female, Women and Children’s Supportive Residential services, Contractor must provide and document in CMBHS:
  - i. A minimum of one (1) hour once a week of evidence-based parenting education.
  - ii. A minimum of three (3) sessions that are two (2) hours in length each on reproductive health education within 30 service days of admission.
  - iii. A minimum of one (1) hour of evidenced-based education on the effects of alcohol, tobacco, and other drugs during pregnancy.
- 3. Contractor shall ensure, for purposes of holding the residential bed and billing, the client may leave treatment services, to be in the hospital for delivery, and return from the hospital with the child to treatment services within 48 hours after the delivery unless prior authorization from Local Authority is received in writing.
- 4. The HIV Statewide Intensive Residential Services (Adult Only) shall adhere to the following requirements:
  - a. Contractor shall implement the Department of State Health Services (DSHS) HIV-Sexually Transmitted Disease (STD) policy: <https://www.dshs.texas.gov/hivstd>
  - b. Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas Health and Safety Code, Sections 85.112–85.114.
  - c. Contractor must provide and document medical monitoring and treatment of HIV and ensure the provision of expedited timely co-occurring needs and treatment for related conditions, addressing

- issues associated with antiviral drug resistance and adherence, symptoms associated with drug-induced side effects and prescribed prophylaxis for opportunistic infection(s).
- d. Contractor must provide individual counseling and groups (including educational groups and other structured activities) must be documented in CMBHS.
  - e. Contractor must provide education to clients that includes goals for the client to achieve and involves discussion and active learning situations. Required topics include but are not limited to the following:
    - i. HIV disease management including medical adherence;
    - ii. Nutrition;
    - iii. Risk reduction, including the opportunity to address risk reduction in lifestyle specific settings;
    - iv. Mental Health;
    - v. Relapse prevention;
    - vi. 12-step support; and
    - vii. Life Skills.
  - f. Contractor shall provide directly or through referral, brief family intervention, support and educational groups, and associated family therapy designed to build support and resources for clients in treatment.
  - g. Contractor shall facilitate two (2) hours per month of HIV and Hepatitis C co-infection group counseling.
  - h. Contractor must adhere to DSHS HIV/STD Model Workplace Guidelines at: <https://www.dshs.texas.gov/hivstd/model-workplace-guidelines>.
  - i. Contractor must provide client meals in accordance with recommended nutritional guidelines, specifically adjusted for people living with HIV in accordance with 26 TAC §564.1102 or the most current TAC.
  - j. Contractor shall maintain a clean client living environment in accordance with the Standard Precautions for All Patient Care prescribed by the Centers for Disease Control and Prevention including linen care, hand- washing habits, food areas, flooring, and air conditioning available at: <https://www.cdc.gov/infection-control/hcp/basics/standard-precautions.html>
  - k. Contractor shall ensure access to recreational facilities and scheduled daily exercise / activity for all clients capable of participation.
  - l. Contractor shall conduct discharge planning and emphasize referrals to community resources for continued medical care and other support services.
  - m. Contractor shall document referral and referral follow-up prior to discharge to HIV medical care and community resources for ongoing support.
  - n. Contractor shall ensure the Medical Director or Designee (physician assistant, nurse practitioner) authorizes all admissions, conducts a face-to- face examination, to include both a history and physical examination of each applicant for services to establish the Axis I diagnosis, assesses level of intoxication or withdrawal potential, and determines the need for treatment and the type of treatment to be provided to reach a placement decision (TAC 564, Subchapter I). The authorization and examination must be documented in the client's CMBHS record and contain clinical documentation to support the diagnosis and placement.
5. Youth Residential services shall adhere to the following requirements:
- a. Contractor shall facilitate communication between an adolescent client and the client's family. Contractor shall not restrict any communications without clinical justification documented in the client record.

- b. Contractor shall develop and implement written policy and procedures addressing notification of parents or guardians in the event an adolescent leaves a residential program without authorization.
- c. For pregnant and parenting youth enrolled in residential services, Contractor shall address the needs of the parent in the treatment plan either directly or through referral, including but not limited to, the following:
  - i. Parenting education;
  - ii. Reproductive health education and pregnancy planning;
  - iii. DFPS coordination (based on case);
  - iv. Family violence and safety;
  - v. Fetal and child development;
  - vi. Current infant and child safety guidance;
  - vii. Financial resources; and
  - viii. Any other need of the client’s child(ren).

**F. Outpatient Services (TRA, TRF, TRY)**

- 1. Contractor must ensure that all Outpatient Treatment Services for Substance Use Disorders are provided in the following manner:
  - a. In a community-based setting at a licensed treatment center.
  - b. Treatment includes counseling, case management, education, and recovery skills training.
  - c. In accordance with TAC as related to outpatient services; reference V. General Responsibilities (A).
  - d. Provide and document in CMBHS, at minimum, one (1) hour of group or individual counseling services for every six (6) hours of educational activities or adhere to current TAC rules that require a set number of hours to be delivered for Outpatient; reference V. General Responsibilities (A).
  - e. Provide or refer clients with opioid use disorders, and those who may be using drugs intravenously, to education about specific overdose prevention strategies prior to discharge. Contractors shall document all overdose prevention and reversal education in CMBHS.
- 2. For specialized female (TRF), as part of the required hours of education, for clients who have transferred to outpatient after completing a residential level of care, Contractor must provide and document, at least, monthly:
  - a. A minimum of one (1) hour of evidenced based parenting education
  - b. A minimum of two (2) hours of reproductive health parenting
  - c. A minimum of two (2) hours of evidenced-based education on the effects of alcohol, tobacco, and other drugs during pregnancy.
- 3. For Youth Outpatient Services. Contractor shall adhere to the following requirements:
  - a. Client has the right to define “family” broadly to include biological relatives, significant others, and all client-identified individuals in the SU treatment process, family counseling, family group, etc. of the Family Support Network group of components of the curriculum.
  - b. The client and family must be referred to appropriate community support services depending on the individual needs of the client and such referrals must be documented in CMBHS.
  - c. Youth Outpatient treatment services must implement an evidence-based curriculum. Contractors may choose one of the following evidence-based models:
    - i. Cannabis Youth Treatment series with the prescribed services as follows:
      - 1) Outpatient Individual – one on one counseling with client;
      - 2) Outpatient – Youth Counseling – group counseling;
      - 3) Outpatient – Youth Education – education on drug use;

- 4) Adolescent Support – to include activities such as: engagement, monitoring progress, making referrals, coordination with drug courts and schools, transportation, and phone contacts;
  - 5) Family Support –activities such as home or office visits and curriculum-based family education;
  - 6) Family Counseling – parent education, family group counseling, and curriculum-based group counseling with only the clients and no family members; and
  - 7) Psychiatrist Consultation – if needed.
- ii. Seeking Safety Treatment Series with the prescribed services as follows:
    - 1) Outpatient Individual – one on one counseling with client;
    - 2) Family Counseling - when appropriate and possible, two hours each month;
    - 3) Outpatient – Youth Counseling – group counseling;
    - 4) Outpatient – Youth Education – education on drug use;
    - 5) Adolescent Support – to include activities such as engagement; monitoring progress; making referrals; and coordination with drug courts, schools, transportation, and phone contacts; and
    - 6) Family Support - activities such as home or office visits, referrals, and phone contacts.
  - iii. Seven Challenge curriculum:
    - 1) Decision Making and Making changes;
    - 2) Addressing Co-occurring psychiatric disorders;
    - 3) Counseling;
    - 4) Addressing needs of the youth and support system;
    - 5) Service arrays; and
    - 6) Counseling Modalities.
  - iv. Contractors may choose to use other models, practices, or curricula that are evidenced-based or informed other than those listed above, with prior written approval from Local Authority. The request for approval must be sent in writing to [SUD.Contracts@hhs.texas.gov](mailto:SUD.Contracts@hhs.texas.gov), the Youth Treatment Subject Matter Expert (SME), and the [Substance\\_Use\\_Disorder@hhs.texas.gov](mailto:Substance_Use_Disorder@hhs.texas.gov) mailbox and include information about the curricula and justification for requested use.
- d. After the client is admitted for treatment, and with the client’s consent, Contractor must contact and engage the client’s family in the treatment process, assist the family in overcoming barriers to active participation, and identify appropriate services and treatment needs. Contractor must monitor the client’s and family’s progress, monitor attendance, and encourage the client to remain engaged in treatment, and make appropriate referrals. All family involvement must be documented.
  - e. Contractor must document adolescent support services, which include activities that engage and link the family to needed services, including, but not limited to community support groups, appearances at drug courts, truancy courts and schools, phone contacts, appointment reminders, appointment follow-ups, and help with transportation (Adolescent Support Services).
  - f. Contractor must visit the client’s family for the purpose of family substance use counseling. Through office or in-home and/or virtual visits, and with the client’s consent, Contractor must assess the family environment, provide individualized treatment to the client, develop a family commitment to recovery, encourage in a three-way therapeutic alliance (between the family, client, and Contractor) and translate the lessons the family and clients are learning into specific changes in the family functioning. If Contractor is unable to conduct an in-home visit, Contractor must document the reason the home was not an appropriate location in which to meet with the client and the client’s family.

- i. Contractor must document all in-home and/or virtual visits and office visits, which includes updating the client and family treatment plan.
- ii. Contractor must maintain on file a signed and dated document that lists those in attendance during the family in-home and/or virtual visit or office visit. All evaluations or consultations must be documented in CMBHS.
- g. Contractors with Women and Children’s residential services may use the Women and Children’s Residential Wraparound Services billing code for clients with Medicaid as their funding source.
- h. Contractors with HIV intensive residential services may use the HIV Residential Wraparound Services billing code for clients with Medicaid as their funding source.
- i. Contractors with Youth Outpatient may use the following Youth Outpatient Wraparound Services (Youth Medicaid):
  - 1) Youth Adolescent Support (case management) includes activities such as engaging and linking the youth/family to needed services, including, but not limited to community support groups, appearances at drug courts, truancy courts and schools, phone contacts, appointment reminders, appointment follow-ups, monitoring progress, making referrals, coordination with drug courts and schools, and transportation.
  - 2) Youth Family Support (in-home or office) includes activities such as home or office visits, and curriculum-based family education.
  - 3) Youth Family Counseling includes family counseling, family group counseling, and curriculum-based group counseling.
    - 1) Contractor may submit a claim in CMBHS for youth outpatient wrap around/supplemental services for clients receiving Medicaid-funded outpatient SU treatment services per Treatment Episode at a maximum of:
      - a) Three (3) hours of Youth Adolescent Support sessions per week;
      - b) Three (3) to four (4) hours of Family Support sessions; and
      - c) Six (6) Parent Education sessions from one of the chosen evidence- based models and curriculums implemented with fidelity as described in the items below:
        - i. Cannabis Youth Treatment Services;
        - ii. Seeking Safety Treatment Series; or
        - iii. The Seven Challenges.
    - 2. Contractor shall use the following youth outpatient wraparound components of one of the chosen evidence-based models and curriculums implemented with fidelity:
      - i. Adolescent Support sessions (case management);
      - ii. Family Support (in-home or office);
      - iii. Parent Education sessions; and
      - iv. )Family Support Network.

**G. Discharge**

- 1. Discharge is the formal release of an individual by a Contractor; the termination of a period of services or Treatment Episode in CMBHS.
- 2. Contractor shall comply with applicable TAC rules regarding discharge;
- 3. The Contractor shall develop and implement an individualized discharge plan with the client to assist in sustaining recovery.



4. Contractor shall document in CMBHS the client-specific information that supports the reason for discharge listed on the discharge report. A QCC shall sign the discharge summary. Appropriate referrals shall be made and documented in the client record. A client's treatment is considered successfully completed if the following criteria are met:
  - a. Client has completed the clinically recommended number of treatment units (either initially projected or modified with clinical justification) as indicated in CMBHS.
  - b. All problems on the Treatment Plan have been addressed and are in "closed complete" status in CMBHS.
5. Contractor must utilize the Treatment Plan component of CMBHS to create a final and completed treatment plan version.
6. Contractor shall address all problem statuses in the treatment plan as follows:
  - a. Problems designated as "treat" or "case manage" status shall have all objectives resolved prior to discharge.
  - b. Problems that are in "referred" status shall have associated documented referrals in CMBHS.
  - c. Problems with "deferred" status shall be re-assessed. Upon successful discharge, all deferred problems shall be resolved, either through referral, withdrawal, treatment, or case management with clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Components.
  - d. Problems with "Withdrawn" status shall have clinical justification reflected in CMBHS, through the Progress Note and Treatment Plan Review Components.
7. Contractor shall document in CMBHS discharge follow-up from withdrawal management no more than ten (10) calendar days after service end or discharge.
8. Contractor shall document in CMBHS discharge follow up from intensive residential, supportive residential and outpatient as required by TAC; reference V. General Responsibilities (A).

#### **H. Additional Service Requirements**

Contractor shall:

1. Comply with all applicable rules in the TAC for SUD programs, as stated in Information, Rules, and Regulations of the SUD Program Guide.
2. Accept referrals from the OSAR.
3. For Youth Program, ensure that clients have the right to define their "families" broadly to include biological relatives, significant others, and be included in the SUD treatment process; Family Counseling, Family Group, etc., of the Family Support Network group of components of the curriculum.
4. Utilize HHSC as the payer of last resort if the Client has other/outside funding available (i.e., wages, insurance, etc.).

#### **SECTION IX: REPORTING REQUIREMENTS**

1. Contractor must submit all deliverables to Clinical Management Behavioral Health Services (CMBHS) and/or any alternative method required by HHSC. Contractor is required to maintain access to required systems or platforms for the term of this Grant Agreement.
2. The contractor shall submit all claims and reports through the CMBHS system in accordance, unless otherwise noted.
3. Contractor's duty to submit documents will survive the termination or expiration of this grant agreement.



4. Contractor must submit additional deliverables when requested by the Local Authority in accordance with federal and/or state requirements.
5. Contractor shall submit required reports of monitoring activities to Local Authority by the required due date and report name described in Table 1: Submission Requirements:
  - a. Contractor shall submit all documents listed in Table 1 by the Due Date stated.
  - b. Contractor will note that if the due date is on a weekend or holiday, the due date is the following business day.
  - c. Contractor shall submit a CMBHS Security Attestation Form electronically on or before September 15<sup>th</sup> and March 15<sup>th</sup> to [SUD.Contracts@hhs.texas.gov](mailto:SUD.Contracts@hhs.texas.gov) and copy [BHContracts@lifepathsystems.org](mailto:BHContracts@lifepathsystems.org).
  - d. For Adult and Youth Programs, Contractor shall submit a quarterly match report on HHSC approved template, which documents Contractor’s compliance to contribute five percent match. The report is due on the 9<sup>th</sup> calendar day of the month, following the closure of the state quarter.
  - e. Contractor’s duty to submit documents will survive the termination or expiration of this Contract.
6. HHSC and Local Authority will monitor Contractor’s performance of the requirements in this Attachment and compliance with the Contract’s terms and conditions.

<b>TABLE 1: Submission Requirements</b>		
<b>TREATMENT FOR ADULT (TRA)/TREATMENT FOR YOUTH (TRY)</b>		
<b>Deliverable (Report Name)</b>	<b>Due Date</b>	<b>Submission System</b>
CMBHS Security Attestation Form and list of authorized users	September 15 <sup>th</sup> and March 15 <sup>th</sup> annually	<a href="mailto:SUD.Contracts@hhs.texas.gov">SUD.Contracts@hhs.texas.gov</a> and copy <a href="mailto:BHContracts@lifepathsystems.org">BHContracts@lifepathsystems.org</a>
Quarterly Match Report (TRA & TRY Only)	9 <sup>th</sup> day following quarter being reported	Email to Local Authority Contracts Department: <a href="mailto:BHContracts@lifepathsystems.org">BHContracts@lifepathsystems.org</a>
Fiscal Year Match Report (TRA & TRY Only)	October 9 <sup>th</sup> (after the end of the state fiscal year)	Email to Local Authority Contracts Department

**SECTION X: CLINICAL MANAGEMENT FOR BEHAVIORAL HEALTH SERVICES (CMBHS) SYSTEM MINIMUM REQUIREMENTS**

Contractor shall:

1. Designate a Security Administrator and backup Security Administrator.
2. Establish a Security Policy.
3. Shall complete the HHSC approved Cybersecurity training.
4. Notify CMBHS Help-desk within 10 business days of any changes to Security Administrator.
5. Ensure CMBHS user access, including removal of user access within 24 hours for those who are no longer authorized to have access to secure data.
6. In addition to CMBHS Helpdesk notification, Contractor shall submit a signed CMBHS Security Attestation Form and a list of Contractor’s employees authorized to have access to secure data. The CMBHS Security Attestation Form shall be submitted electronically on or before the 15th day of September and March 15th, to SUD Mailbox at [SUD.Contracts@hhs.texas.gov](mailto:SUD.Contracts@hhs.texas.gov).
7. Attend HHSC training on CMBHS documentation.



## **SECTION XI: BILLING INSTRUCTIONS**

Fee for service billing based on current State rates for Substance Abuse Services. Contractor will be paid on a monthly basis for all authorized services on eligible individuals, following receipt of payment from funding source.

Contractor shall submit claim generating documentation through CMBHS by the fifth (5th) calendar day of the month following the month of service. Submissions must be received by LifePath Systems no later than 12:00 noon on the 5th calendar day. If the 5th calendar day falls on a weekend, submissions are due no later than 12:00 noon on the Friday before the 5th calendar day. Contractor must notify [Bhcontracts@lifepathsystems.org](mailto:Bhcontracts@lifepathsystems.org) of late submissions. Late submissions may affect payment remittance. Local Authority will pay Contractor promptly after receipt of payment from HHSC.

Except as indicated by the CMBHS financial eligibility assessment, Contractor shall accept reimbursement or payment from the Local Authority as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods, to include benefits received from federal, state, or local sources, from clients or participants.

## **SECTION XII: FUNDING**

Contractor shall contribute an amount equal to at least five percent (5%) of the total HHSC/Local Authority share of the Program Attachment expenditures in matching cash or in-kind contributions from sources eligible to be used for matching purposes. Contractor shall comply with the Match requirements stated in the HHSC General Provisions.



## ATTACHMENT F Substance Use Disorder (SUD) FEE SCHEDULE

Service Types	Program ID	Billing Code	Unit	Unit Rate
<b>Treatment - Adult</b>				
Adult Residential Intensive	SA/TRA	H2036HBTG	Day	\$120.72
Adult Residential Supportive	SA/TRA	H2036HBTF	Day	\$52.12
Adult Outpatient Individual	SA/TRA	H2035HB	Hour	\$134.76
Adult Outpatient Group Counseling	SA/TRA	H0005HB	Hour	\$30.10
Adult Outpatient Group Education	SA/TRA	T1012HBHQ	Hour	\$17.79
Adult Residential Withdrawal Management	SA/TRA	H0010HB	Day	\$237.01
Adult Ambulatory Withdrawal Management	SA/TRA	H0012HB	Day	\$88.95
HIV Residential	SA/TRA	H2036TF	Day	\$187.18
Adult HIV Residential Wraparound Services	SA/TRA	H2022HBTGHFP3	Day	\$35.58
<b>Treatment - Specialized Female</b>				
Adult Specialized Female Residential Intensive	SA/TRF	H2036HBHDTG	Day	\$194.12
Adult Specialized Female Residential Supportive	SA/TRF	H2036HBHDTF	Day	\$123.18
Adult Specialized Female W/C Residential Intensive	SA/TRF	H2036HDTG	Day	\$233.82
Intensive Residential (Women and Children 18-20) – Adult (Medicaid Wrap Around)	SA/TRF	H2022HAHDTGHF	Day	\$54.41
Adult Specialized Female W/C Residential Wraparound Services – 21 and Over	SA/TRF	H2022HBHDTGHF	Day	\$107.78
Adult Specialized Female W/C Residential Supportive	SA/TRF	H2036HDTF	Day	\$186.94
Adult Specialized Female Outpatient Individual	SA/TRF	H2035HBHD	Hour	\$168.01
Adult Specialized Female Outpatient Group Counseling	SA/TRF	H0005HBHD	Hour	\$40.84
Adult Specialized Female Outpatient Group Education	SA/TRF	T1012HBHDHQ	Hour	\$17.79
Adult Specialized Female Residential Withdrawal Management	SA/TRF	H0010HBHD	Day	\$238.75
Adult Specialized Female Ambulatory Withdrawal Management	SA/TRF	H0012HBHD	Day	\$88.95
<b>Treatment - Youth</b>				
Youth Residential Intensive	SA/TRY	H2036HATG	Day	\$197.04
Youth Intensive Residential Services – Room & Board	SA/TRY	H2022HAHF	Day	\$26.16
Youth Residential Supportive	SA/TRY	H2036HATF	Day	\$158.27



**ATTACHMENT F**  
**Substance Use Disorder (SUD) FEE SCHEDULE**

Service Types	Program ID	Procedure Code	Unit	Unit Rate
<b>Youth Outpatient Services</b>				
Youth Outpatient Individual	SA/TRY	H2035HA	Hour	\$134.76
Youth Adolescent Support	SA/TRY	H2016HA	Hour	\$62.79
Youth Family Counseling	SA/TRY	T1006HATF	Hour	\$78.49
Youth Family Support	SA/TRY	T1006HATF	Hour	\$78.49
Psychiatric Diagnostic Evaluation	SA/TRY	90791HA	Hour	\$130.81
Youth Outpatient Group Counseling	SA/TRY	H0005HA	Hour	\$40.84
Youth Outpatient Group Education	SA/TRY	T1012HAHQ	Hour	\$17.79
Youth Adolescent Support – Medicaid Youth Wraparound	SA/TRY	H2016HAHV	Hour	\$62.79
Youth Adolescent Support – Medicaid Youth Wraparound – Parent Education Sessions	SA/TRY	T1006HATFHV	Hour	\$78.49
Youth Family Support – Medicaid Youth Wraparound (TRY)	SA/TRY	T1006HAHFHV	Hour	\$78.49