Open Enrollment

Request for Applications (RFA)

RFA# 0153

Preadmission Screening and Resident Review (PASRR) Behavioral Support Services

September 2026

LifePath Systems
Attn: IDD Contracts Manager
2295 Bloomdale Rd
McKinney, TX 75071

Procurement_Inquiries@lifepathsystems.org

Issue Date: September 30, 2026

Due Date: Open Enrollment

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Notice of Open Enrollment

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

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

The Center the Local Behavioral Health Authority (LBHA) and the Local Intellectual and Developmental Disabilities Authority (LIDDA) for Collin County, Texas as authorized by the Texas Health and Human Services Commission (HHSC). 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 "LIDDA, Local Authority, or Center" is assumed to define and include LifePath Systems. Reference to the "vendor" is assumed to include the vendor and any other vendors and/or personnel with which the vendor has elected to partner for purposes of this RFA.

LifePath seeks to contract with qualified providers for individual respite services pursuant to Texas Administrative Code §412.60 *Open Enrollment* and §301.257 *Local Network Development, whereas* the Local Intellectual and Developmental Disabilities Authority has the authority to create a network of community services by certain procurement methods. Open enrollment documents are posted on LifePath Systems' website at https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/.

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

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

APPEALS and/or PROTEST. Any Respondents wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

LifePath Systems
Attn: IDD Contracts Manager
2295 Bloomdale Rd
McKinney, TX 75071

IDD Contracts Manager
procurement_inquiries@lifepathsystems.org

PURPOSE

The goal of this network is to:

1. Provide, at a minimum, all the Core Services for Preadmission Screening and Resident Review (PASRR) Behavioral Support Services
2. Develop a network of providers that allows for individual choice of **PASRR Behavioral Support Services in** Collin County.
3. Develop a service array of PASRR Behavioral Support providers as mutually defined by the Health and Human Services Commission and the LIDDA based on current allotted funding.
4. Identify, implement, and evaluate successful services based on individual outcomes so that these efforts can be replicated.
5. Create meaningful collaborations between the LIDDA and Providers of Behavioral Support Services
6. Provide a more complete continuum of community-based services and support.

SCOPE

Preadmission, Screening, and Resident Review (PASRR), including specialized services such as behavioral support, are mandated and funded through the HHSC Performance Contract. These services are intended to identify people with mental illness (MI), Intellectual Disability (ID), or Developmental Disability (DD) who apply to or reside in a Medicaid Certified Nursing Facility (NF) to ensure that NF admission is appropriate and ensure that people with MI, ID, or DD are receiving all the necessary specialized services.

SERVICES SOUGHT

This RFA seeks participation from Successful Applicants for the purpose of offering Behavioral Support as listed below:

A. <u>PASRR Behavioral Support Services:</u>

Specialized interventions by a qualified service provider as defined within TAC Rule §303.102 to assist a person to increase adaptive behaviors and to replace or modify maladaptive behaviors that prevent or interfere with the person's inclusion in home and family life or community life.

a. Behavioral support includes:
   i. assessing and analyzing assessment findings so that an appropriate behavior support plan is designed;
   ii. developing an individualized behavior support plan that reduces or eliminates target behaviors, assisting the designated resident in achieving outcomes identified in the HSP;
   iii. training and consulting with the LAR, Family members, NF staff, other support providers, and the designated resident about the purpose, objectives and methods of the behavior support plan;
   iv. implementing the behavior support plan or revisions to the behavior support plan and documenting service delivery in accordance with the IDD Habilitative Specialized Services Billing Guidelines;
   v. Monitoring and evaluating the success of the behavior support plan and modifying the plan as necessary.
   vi. Revising the behavior support plan as necessary; and
   vii. Participating in SPT and IDT meetings.

VENDOR ELIGIBILITY REQUIREMENTS

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

1. Provide services in Collin County to ensure local access to the level(s) of care.
2. Be capable of providing services that address the following issues while assuring adherence to existing standards of care, service definitions, state training specific to provision of care, and/or any state credentialing requirements:

a. Client choice;
b. Quality;
c. Clinical decision-making;
d. Ultimate cost-benefit

3. Maintain and cause personnel providing services under this 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 in order 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 in accordance with requirements of all applicable State of Texas laws. 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. Certificates of insurance must be provided immediately after notice of award. In no event shall LifePath Systems be liable for any damage to or destruction of any property belonging to the Applicant. LifePath Systems shall be notified of changes to the policy during the contractual period.
4. Comply with all applicable rules and regulations in accordance with service provision to include but not limited to the community standards.
5. Comply with all state and federal laws regarding the confidentiality of records of individuals served and nondiscrimination.
6. Have and maintain sufficient internet access and a current email account.
7. Notwithstanding the above, be registered to do business in Texas, if applicable. In any situation in which a consortium of providers intends to submit a single Application in response to this RFA, a single entity responsible for services must be identified to be the party to the Contract, and must demonstrate, to the Center's reasonable satisfaction, the ability to manage funds.

LIDDA RESPONSIBILITIES

1. LifePath Systems shall maintain an Inquiry List of individuals interested in behavioral support services.
2. LifePath Systems shall maintain and monitor Applicant qualifications and training records.
3. LifePath Systems shall provide service authorization throughout the contract.
4. LifePath Systems shall be responsible for payment of claims.

SERVICE PROVIDER RESPONSIBILITIES

1. Applicant 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.
2. Applicant shall notify LifePath Systems of regulatory reviews/audits and make those findings available to LifePath Systems.
3. Applicant shall implement and monitor services in accordance with individual's service authorization.
4. Applicant shall submit service notes invoices to LifePath Systems, as set forth by executed Agreement with LifePath Systems following notice of award.
5. Applicant shall implement and monitor services in accordance with the individual's service authorization.
6. Applicant shall maintain, and provide to LifePath upon request, completed credentialing for each professional, including subcontractors, providing services under this Agreement.
7. Applicant is required to provide LifePath Systems with an updated report quarterly on capacity restrictions to service provision catchment area via email.
8. Applicant is required to complete initial behavioral support assessment with therapeutic recommendations regarding amount, duration and frequency of service provision within 7 calendar days

after receipt of completed referral form and form 1057 Habilitation Service Plan via email from the IDD Contracts Manager and acceptance of individual to the Applicant.

9. Applicant is required to provide services within 14 calendar days of HHSC approval of recommended frequency, amount and duration.
10. Applicant is required to provide any behavioral assessments and revisions to the behavior support plan within 10 business days after completion via email to the LifePath Systems assigned Habilitation Coordinator and IDD Contracts Manager.
11. Applicant is required to attend all service planning team meetings unless notification is made to Habilitation Coordinator of the Contractors inability to attend 3 business days prior to the scheduled meeting.
12. Applicant is required to update all employee credentials required by rules and regulations for service provision as indicated in Contractor Qualified Service Activities with IDD Contracts Manager prior to service provision with LifePath Systems individuals.
13. Prior to providing services, Applicant shall provide evidence of completion of all required trainings for all staff members, volunteers, interns, direct service providers, and/or subcontractors including:
    a. First Aid and CPR
    b. Crisis and Safety Planning
    c. Abuse, Neglect, and Exploitation
    d. Confidentiality and Rights of Individuals
    e. Infection Control

SERVICE PROVIDER PROHIBITED ACTIVITIES

1. Applicant shall not assess duplicate charges to a participant, any member of participant family, or any other party, including third-party payor.
2. Applicant shall not provide direct or indirect services during the time in which the individual is not residing in the nursing facility or has been admitted into the hospital.
3. Applicant shall not provide services outside the scope of the service provider's practice;
4. Transporting a person;
5. Traveling or waiting to provide a behavioral support service; or
6. Providing services that are the responsibility of the habilitation coordinator or service coordinator.

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. Follow the individual's service plan
7. Have a valid and current Driver's License
8. complete employee credentialing and verification of qualifications forms for all staff members of the program provider prior to service execution
9. Be 18 years of age or older
10. Meet the minimum provider qualification of having one of the following:
    a. A high school diploma;
    b. A high school equivalency certificate issued in accordance with the law of the issuing state; Or

c. Both of the following:
    i. Successfully complete a written competency-based assessment demonstrating the ability to provide and document the provision of respite services; and
    ii. at least three personal references from persons not related by blood or marriage that indicate the ability to provide a safe, healthy environment for an individual.

In addition, a qualified service provider of behavioral support services must be at least one of the following:

1. is a licensed psychologist;
2. is licensed as a psychological associate per Texas Occupations Code, Chapter 501;
3. has been issued a provisional license to practice psychology per Texas Occupations Code, Chapter 501;
4. is a certified authorized provider as described in 26 TAC Section 304.302 (relating to Certified Authorized Provider);
5. is a licensed clinical social worker (LCSW);
6. is a licensed professional counselor (LPC); or
7. is licensed as a licensed behavior analyst in accordance with Texas Occupations Code, Chapter 506

Applicants must meet all requirements of a qualified service provider for applicant to be considered for contracting opportunities.

PAYMENTS/RATES

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

Service	Unit	Rate	Maximum Duration
Behavioral Support Services	Per hour	$70.00	Based upon approved units within the ISP

REQUIRED DOCUMENTATION

The written documentation to support a service claim for a service component or subcomponent must be written after the service is provided and must:

i. Include the name of the individual who was provided the service component or subcomponent;
ii. The day, month, and year the service component or subcomponent was provided;
iii. Include length of each service event;
iv. Include the service component or subcomponent that was provided including a description or list of activities performed by the service provider;
v. A brief description or list of location of the service event, such as the address or name of the business;
vi. Be supported by information that justifies the length of the service event; and
vii. Include the signature and title of the service provider making the written service log.
viii. Be completed by the service provider providing the service.

PROCESSING

1. Applicant shall bill LifePath Systems in the form and format prescribed by LifePath Systems.
2. Invoices must be submitted by the 3rd calendar day of the month following the month of services. If the 3rd calendar day falls on a weekend, invoices are due on the Friday before the 3rd calendar day.
    a. Invoices shall be accepted up to thirty (30) days past the end of the fiscal year period, provided that the written documentation was submitted within the stipulated timeframe. Invoices shall not be accepted after thirty (30) days past the end of the fiscal year period.

b. Failure to submit the required documentation within the required timeframes will result in a penalty of 10% taken off the total amount of invoice(s) received late, which will be deducted from the total amount paid. All invoices and written documentation submitted after the 10th of the month following services may not be rendered payment due to the effect on required encounter data Late billing will not be considered for payment.
c. Any invoices not submitted within the above-mentioned timeframes will be considered late and only paid at the discretion of the Chief Executive Officer.

3. The applicant shall submit an invoice for all services provided for that reporting period.
   a. All services will be verified by LifePath Systems prior to payment.
   b. LifePath Systems will issue payment to the Contractor within 30 days after progress notes and invoices have been verified.

4. The Applicant shall forfeit the payment for services if the service.
   a. Was provided prior to contract execution;
   b. Was not identified on the individual's directed plan
   c. Was not previously authorized by IDD Contracts Manager
   d. Provision exceeds the authorized budget within the specified timeframe.
   e. Was provided prior to employee credentialing and completion of Verification on Qualification's form;
   f. Submitted documentation was incomplete and/or has inconsistencies and cannot be verified for accuracy.
   g. Contractor may forfeit payment for the service if the contractor does not provide LifePath Systems with updated credentials prior to expiration date if services were provided during the expiration period.

5. Service allocations for an individual are determined based upon HHSC approval.
   a. Once the SPT approves the frequency, duration, and amount of services according to individual need, the Habilitation Coordinator will submit to HHSC for approval. Contractor must wait for HHSC approval to initiate services. Service provision may not exceed the approved amount allocated by HHSC.

INSTRUCTIONS FOR SUBMISSION OF APPLICATIONS

Request for proposal packets may be obtained on the Center's website, https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/ If you are submitting an electronic copy via email, your attachment must include the RFA number, your company name, and the date it was sent.

APPLICATION INSTRUCTIONS AND FORMAT

To facilitate and ensure an objective review, applicants must follow these instructions for submission. Applicants shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS, and ATTACHMENTS** indicated in the attached Application and should govern themselves accordingly. All required documentation must be submitted with the application. The Applicant is cautioned to read the entire RFA to determine all requirements.

The Center reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of the Center. Further, LifePath is not obligated to accept applications it deems are incomplete, inaccurate, or fail to meet minimum standards as determined solely at the discretion of LifePath Systems. This RFA does not obligate the Center to pay for any costs incurred by respondents in the preparation and submission of an application. Furthermore, the RFA does not obligate the Center to accept or contract for any expressed or implied services. Contract funding and length is contingent on HHSC funding.

False statements or false information provided by an Applicant may result in disqualification from or termination of enrollment into the network.

The Center appreciates your time and effort in preparing this application. 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.

LifePath expressly reserves the right to reject any application that is not submitted according with the instructions below.

1. All Applications must be submitted in accordance with the following:

MAIL:
LifePath Systems
IDD Contracts Department
Attn: IDD Contracts Manager
REQUEST FOR APPLICATION RFA# 0153
PASRR BEHAVIORAL SUPPORT SERVICES
2295 Bloomdale Rd
McKinney, TX 75071
DO NOT OPEN IN MAILROOM

OR

Email: Procurement_inquiries@lifepathsystems.org
LifePath Systems
IDD Contracts Department
Attn: IDD Contracts Manager
SUBJECT LINE: REQUEST FOR APPLICATION RFA#
PASRR BEHAVIORAL SUPPORT SERVICES

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 number of service providers to meet the volume of demand for services.
3. **If submitting via Mail**: Number of Copies - To achieve a uniform review process and to obtain a maximum degree of comparability, LifePath Systems requires that Applications be submitted with one (1) master (marked original) and one (1) copy.
    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 it 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.
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 enrollment in the network.

The selected applicant will be required to adhere to all Texas contract and confidentiality requirements. The Center will not be liable for any errors in your applications.

Any verbal communication will be considered unofficial and non-binding regarding this RFA and subsequent award.

The Center shall be allowed to keep all materials submitted by the respondents regarding this RFA. Each respondent agrees to hold the Center harmless against any expenses, damages, and claims arising from or connected with your application, including patent, trademarks, copyright, or other intellectual property infringement or misappropriation.

Any media request of the respondents shall be concurrently directed to the Center during the receipt, analysis, selection, and subsequent contract negotiation until said contract is signed and delivered by the Center.

The Center reserves the right to issue addenda to this RFA at any time due to the need for clarification, change in schedule, or other reasons the parties so decide.

COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER dba LIFEPATH SYSTEMS

INDIVIDUAL CONTRACTOR APPLICATION CHECKLIST

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

Submittal Date:_____

Line Item	**Name of Organization/Individual**: _____			
	LIST	**YES**	**NO**	**N/A**
	REQUIRED FOR ALL APPLICANTS:			
1	Individual Application Checklist *(this page)*			
2	Application – 1 Original *(pages 10-13)*			
3	Attestation *(page 12)*			
4	General Authorization for Release of Information *(page 13)*			
5	Assurances Document *(pages 14-15)*			
6	Certification Regarding Lobbying, Grants, Loans, & Cooperative Agreements *(page 16)*			
7	Current and Valid Professional License			
8	Applicable Insurance Coverage			
9	Auto Liability Coverage (if transporting individual during delivery of service.)			
10	Current and Valid Driver's License			
11	Local Authority's Bars to Workforce/Contracting Form (Attachment C)			
12	Confidentiality Acknowledgement (Attachment G)			
13	Conflict of Interest Questionnaire (Attachment I)			

* Individual training proofs to be submitted post contract execution, but prior to service delivery.

COLLIN COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER,
***dba* LIFEPATH SYSTEMS**
OPEN ENROLLMENT FOR PASRR BEHAVIORAL SUPPORT SERVICE PROVIDERS
APPLICATION FOR ORGANIZATIONAL PROVIDERS ("APPLICATION")

REQUIRED APPLICATION INFORMATION:
An organization applicant (an entity or individual with one, other than owner, or more providers, performing services under the Contract), MUST answer every question IN THE ORDER SHOWN. If the question/necessary information does not apply, simply and clearly document "N/A." Add additional pages as required to answer questions. Interviews or site visits may be conducted on a case-by-case basis to further evaluate Applications.

A. BUSINESS DEMOGRAPHICS

1	Organization Name:	
2	Organization dba Name:	
3	Federal Tax ID Number:	
4	Agency NPI Number:	
5	Business Address:	
6	Contact/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	
7	Executive Director-Owner/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	
8	Services Contact/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	
9	Billing Contact/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	
10	Number of years in operation as a business:	
11	Languages organization provides services in:	
12	Is the organization certified as or eligible to be a Historically Underutilized business? *(If certified, provide Certification Number)*	
13	Is the organization a Medicaid and/or Medicare Provider? *(If yes, provide applicable numbers)*	
14	List all licenses, credentials, certifications, and/or accreditations currently held by the organization: (*Provide copies if applicable)*	

B. SERVICES

a. Will all services contracted for under this RFA be provided by employees of the organization? Please provide a full explanation for any "No" response: (*Attach additional pages as necessary).*

1. SERVICE LOCATION:
    a. If services are to be provided in a facility owned/rented by the organization:
        i. Attach a Certificate of Insurance with both effective and expiration dates showing current General Liability insurance coverage limit;
        ii. Attach a Fire Inspection (current within 1 year) by applicable local fire authority;
        iii. Attach a Certificate of Occupancy;
        iv. Is the building accessible for individuals with disabilities? | YES | | NO | |
        v. How close is the organization's facility to public transportation?

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

3. EXPERIENCE (Attach any additional pages as necessary with supporting documentation)
    a. Describe your organization's experience over the last 5 years providing services to the population of individuals the organization is applying to serve:
    b. Describe your organization's abilities/experience working with persons who are hearing impaired, persons who have limited language skills, persons with physical impairments, and/or persons who use adaptive equipment:
    c. Describe your organization's experience/abilities working with diverse groups of individuals with regard to ethnic, racial, religious, and sexual orientation:
    d. Describe any limitations on your organization's capacity to serve the population (age ranges, total number of clients, etc.):
    e. Are all staff and contractors of the organization current on all training required by the credentialing/licensing agency and/or the Texas Administrative Code? | YES | | NO | |
    If no, what is the organization's plan for ensuring all staff and contractors receive training before service initiation:
    f. Describe the organization's approach to working with individuals who are non-compliant with treatment:

4. OPERATIONS INFORMATION
    a. If the organization answers "no" to any of the questions below, the organization is not eligible to receive a contract to provide services under this RFA. Does the organization have:

		Yes	No
A	A client appeals process		
B	An incident report process		
C	A confidentiality/client rights process		
D	An internal quality improvement process		
E	An internal utilization management process		
F	A customer/client satisfaction measure		
G	A service outcome measure		
H	A file on each individual receiving services		
I	A current operation plan and budget		

5. RISK MANAGEMENT (Attach any additional pages as necessary with supporting documentation)
    a. 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:
    b. Describe how the organization protects the security of individuals receiving services and their protected information. Attach any policies and procedures the organization has implemented related to this area:
    c. Describe how the organization prevents, identifies, and reports abuse, neglect, exploitation, and rights violations pertaining to individuals receiving services, including the training of staff on these issues. Attach any policies and procedures the organization has implemented related to this area:
    d. Is the organization a non-profit or otherwise exempt from payment of State Franchise Tax? (If yes, please attach a valid 501C IRS Exemption Form) YES ☐ NO ☐
    e. Please provide the name of the Workers' Compensation carrier if the organization has Workers' Compensation coverage or self-funding documents if self-funded:

6. ADVERSE ACTIONS
    a. Are criminal history checks done on all organization's staff annually? YES ☐ NO ☐
    b. Describe organization's policies and procedures regarding the hiring and retention of persons with criminal histories:

c. Do any of organization's employees have criminal convictions? YES ☐ NO ☐
If yes, explain:

d. 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:

e. 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:

f. Does organization meet standard federal guidelines for Medicaid and Medicare:
YES ☐ NO ☐

g. Is organization currently under investigation, or has organization had a license or accreditation revoked by any state/federal/local authority or licensure agency within the last 5 years:
YES ☐ NO ☐

h. Has organization had any judgments or settlements entered against it in the last 10 years:
YES ☐ NO ☐

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

Name	Address	Phone Number

8. E-Verify
a. E-verify is an internet-based system that allows businesses to determine the eligibility of individuals to work in the United States. LifePath Systems requires proof of U.S. citizenship and/or other authorization required by law to legally work in the United States. Organizational applicants are required to submit I-9 verification information through the E-verify system on each organizational group member applying for credentialing under the organization's contract with LifePath Systems. For more information or to sign-up with E-verify go to: www.uscis.gov/e-verify.
b. Has the organization determined that all employees of the organization who will be providing services under the Contract with LifePath Systems are eligible to work in the United States as verified through the E-verify system? YES ☐ NO ☐
If no, describe in detail: (Attach additional pages as necessary)

ATTESTATION

I hereby attest to the following:

- I consent to the inspection of records and documents pertinent to this Application, including the release by any person to Collin County Mental Health Mental Retardation Center, *dba* LifePath Systems of all information that may reasonably be relevant to an evaluation and verification of this Application or evaluation of professional competence, including, but not limited to, consultation with any other health professionals or institutions with which Organization/Individual has been or is currently associated.

- All information contained in the Application is true, correct, and complete including, without limitation, any history of loss of license and/or convictions, loss or limitation of privileges or disciplinary activity, and chronological work history, to the best of Organization/Individual's knowledge. Organization/Individual understands that LifePath Systems will check conviction record of Organization/Individual. Organization/Individual understands and agrees that any information contained in this Application which subsequently is found to be false could result in a denial of the Application or termination from network participation.

_____

Signature of Individual or Organization's Authorized Representative

_____

Date

_____

Printed Name

_____

Title (if applicable)

_____

Organization/ Program Name (if applicable)

GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

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

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

_____ _____

Signature of Individual or Organization's Authorized Representative Date

_____

Print Name of Authorized Representative

_____

Title of Authorized Representative

_____

Organization/Program Name

ASSURANCES DOCUMENT

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

Applicant Assures the Following:

1. All addenda and attachments to the RFA as distributed by the Local Authority have been received.
2. No attempt has been or will be made by the Applicant to induce any person to submit or not submit an application.
3. Applicant will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability, or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or LifePath. Applicant does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age, or political affiliation.
4. Applicant accepts the terms, conditions, criteria, and requirements set forth in the RFA.
5. Applicant accepts Local Authority's right to cancel the RFA at any time.
6. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Application or any other associated cost.
7. The individual signing these assurances is authorized to legally bind the Applicant.
8. The address submitted by the Applicant to be used for all notices sent by LifePath Systems is current and correct and any changes shall be immediately provided to LifePath Systems.
9. Applicant agrees to follow all applicable federal, state, county, local, HHSC laws, regulations, codes, standards, and LifePath Systems' policies and procedures.
10. No employee of LifePath Systems, HHSC, and no member of the LifePath Systems Board of Trustees will directly or indirectly receive any pecuniary interest from an award of the proposed Contract(s) to Applicant. *If the Applicant is unable to make the affirmation, the Applicant must disclose any knowledge of such interests on the conflict-of-interest Questionnaire.* (*See Attachment A – LifePath's Key Persons List.)*
11. No director or personnel of the Applicant has been either an employee, officer, or member of the Board of Trustees of Local Authority within the past two (2) years preceding the date of submission of the Application. This requirement applies to all LifePath Systems personnel, whether or not identified on Attachment A. *If such employment has existed, or a term of office served, Applicant must state the nature and time of the affiliations as defined on the conflict-of-interest Questionnaire.*
12. No officer, employee or member of the Board of Trustees of Local Authority has financial interest in the Applicant or is related within the second degree by consanguinity or affinity to a person having such financial interest. *If such financial interest exists, Applicant must fully and completely disclose the nature of such financial interest and the relationship on the conflict-of-interest Questionnaire.*
13. Applicant is not doing business and has not done business with any Local Authority key person (*See Attachment A- Key Persons List)* during the 365-day period immediately prior to the date on which the Application was submitted. *If Applicant has done or is currently doing business with such a key person, Applicant must disclose the name of any such key person on the conflict-of-interest Questionnaire.*
14. Under Section 231.006, Family Code, the vendor, or Applicant certifies that the individual or business entity named in this contract, bid, or Application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "the specified grant, loan or payment" shall mean any Contract between Applicant and LifePath Systems pursuant to this RFA.
15. Applicant is not currently held in abeyance or barred from the award of a federal or state contract.
16. Applicant is currently in good standing for state tax, pursuant to the Texas Business Corporation Act, Texas Civil Statutes, Article 2.45., If applicable.

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

CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

_____

Signature of Individual or Organization's Authorized Representative

_____

Date

_____

Printed Name

_____

Title (if applicable)

_____

Organization/ Program Name (if applicable)

ATTACHMENTS

The following eight (8) Attachments are provided to assist in the Application process.

Attachment A:	Local Intellectual or Developmental Disability Authority Provider Handbook
Attachment B:	Conflict of Interest Questionnaire (CIQ)
Attachment C:	Local Authority's Bars to Workforce/Contracting Form
Attachment D:	Information for Background Checks/Bars for Provider Enrollment
Attachment E:	LifePath System's Code of Conduct
Attachment F:	LIFEPATH SYSTEMS (LPS) HIPPA NOTICE OF PRIVACY PRACTICES (NPP)
Attachment G:	Confidentiality Acknowledgement

ATTACHMENT A
LOCAL INTELLECTUAL AND DEVELOPMENTAL DISABILITY AUTHORITY HANDBOOK

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

ATTACHMENT B
CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Please retrieve CIQ Form from the following website:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf
(Attach completed CIQ Form as part of your application.)

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

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ATTACHMENT C

LOCAL AUTHORITY'S BARS TO EMPLOYMENT/CONTRACTING

CONVICTION AND REGISTRY CLEARANCE

Contracting Organizations

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

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

Individual Contractors

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

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

Screening and Clearance Prior to and During Implementation

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

Provider Exclusion

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

ATTACHMENT D

INFORMATION FOR BACKGROUND CHECKS / BARS FOR PROVIDER ENROLLMENT

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

Convictions Barring Employment:

1. The person has been convicted of an offense listed in this subsection:
    a. an offense under Chapter 19, Penal Code (criminal homicide);
    b. an offense under Chapter 20, Penal Code (kidnapping, unlawful restraint, and smuggling of persons);
    c. an offense under Section 21.02, Penal Code (continuous sexual abuse of young child or children), or Section 21.11 Penal Code (indecency with a child);
    d. an offense under Section 22.011, Penal Code (sexual assault);
    e. an offense under Section 22.02, Penal Code (aggravated assault);
    f. an offense under Section 22.04, Penal Code (injury to a child, elderly individual, or disabled individual;
    g. an offense under Section 22.041, Penal Code (abandoning or endangering child);
    h. an offense under Section 22.08, Penal Code (aiding suicide);
    i. an offense under Section 25.031, Penal Code (agreement to abduct from custody);
    j. an offense under Section 25.08, Penal Code (sale or purchase of child);
    k. an offense under Section 28.02, Penal Code (arson);
    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^{th}) anniversary of the date the person is convicted of:
    a. an offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor or as a felony
    b. an offense under Section 30.02, Penal Code (burglary);
    c. an offense under Chapter 31, Penal Code (theft), that is punishable as a felony;
    d. an offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of financial institution), that is punishable as a Class A misdemeanor or a felony;
    e. an offense under Section 32.46, Penal Code (securing execution of document by deception, which is punishable as Class A misdemeanor or a felony;
    f. an offense under Section 37.12, Penal Code (false identification as peace officer; misrepresentation of property); or
    g. an office under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct).

3. For the purposed of the sections above, a person who is placed on deferred adjudication community supervision for an offense listed in the sections above, successfully completes the period of deferred adjudication community supervision, and receives a dismissal and discharge in accordance with Article 42A.111, Code of Criminal Procedures, is not considered convicted of the offense for which the person received deferred adjudication community supervision.
4. Additional to Bars of Employment for ICF/IDD:
    a. Bars to pursuant to 40 TAC §3.201, THSC 481 – Texas Controlled Substance Act: A conviction that is punishable as a felony (involving manufacturer, delivery, intent to distribute, conspiracy to possess or produce with intent to distribute, distribution to a minor, illegal expenditure or investment, or transfer to receipt of chemical laboratory apparatus).

    b. Texas Penal Code:
        i. §15.01 – Criminal Attempt of an Offense Listed as a Bar
        ii. §43.03 – Promotion of Prostitution
        iii. §43.04 – Aggravated Promotion of Prostitution
        iv. §43.05 – Compelling Prostitution
        v. §43.25 – Sexual Performance by a Child
        vi. §43.26 – Possession or Promotion of Child Pornography
5. An individual who is listed as revoked in the Texas Department of Aging and Disability Services Misconduct/Nurse Aide Registry or listed as unemployable in the Employee Misconduct Registry. https://emr.dads.state.tx.us/DadsEMRWeb/emrRegistrySearch.jsp
6. Texas Office of Inspector General List of Excluded Individuals/Entities Search (Tx OIG) https://oig.hhs.texas.gov/exclusions
7. General Service Administration Excluded Parties List System (EPLS) https://sam.gov/content/exclusions
8. Texas Health and Safety Code §250.006, Convictions Barring Employment https://www.hhs.texas.gov/handbooks/consumer-directed-services-handbook/appendix-i-criminal-convictions-barring-employment

RESOURCES:

Texas Dept. of Public Safety Crime Records Service Criminal History Check
To setup an account with DPS for criminal history checks, go to this website and select "New User Sign Up" https://securesite.dps.texas.gov/DpsWebsite/Login.aspx?returnUrl=/DpsWebsite/Signup/SecureSite/CriminalHistory/

ATTACHMENT E
LIFEPATH SYSTEMS' CONTRACTOR CODE OF CONDUCT

Introduction

LifePath Systems (the Center) is committed to conduct that adheres to the highest ethical standards. Common sense, good business judgment, ethical personal behavior, as well as compliance with applicable laws, policies and procedures are what the Center expects from all members of the LifePath Systems workforce including our employees, volunteers, clinicians, vendors, contractors, and others affiliated with or doing business on behalf of LifePath Systems, whether paid or unpaid.

The LifePath Systems Code of Conduct details the fundamental principles, values, and framework for action within LifePath Systems. It is intended to complement the Center's Mission Statement and Values and promote:

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

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

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

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

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

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

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

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

Our Service Delivery
LifePath Systems is committed to providing high-quality services in the communities served. All services shall be:

- Delivered on the basis of individual need and without regard to race, creed, color, national origin, age, sex, sexual orientation, gender identity, physical handicap, or ability to pay.
- Delivered to each individual in accordance with an individualized, person-centered service plan using approved trauma-informed principles that are culturally and linguistically appropriate.
- Monitored and evaluated to assure that services are delivered according to established standards, in an efficient manner, with measurable outcomes.

Professional Representation
LifePath Systems Contractors, Business Associates and others affiliated with or doing business on behalf of the Center will demonstrate relevant competencies prior to assuming duties and having contact with individuals served or contact with confidential information and protected health information (PHI).

Licensed professionals are expected to have and maintain all required licenses, and adhere to the ethical and professional standards dictated by their respective professional organizations and licensing boards. LifePath Systems will report violations of professional ethics to the relevant Board or Commission of that discipline.

Leadership and Oversight
LifePath Systems Contractors, Business Associates and others affiliated with or doing business on behalf of the Center, are expected to establish the controls necessary to maintain the necessary oversight of all employees, volunteers and other associates providing services on their behalf in accordance with the established contractual terms.

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

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

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

- Title XVIII and Title XIX of the Social Security Act.
- The physician self-referral law, known as the Stark law, which prohibits health care entities from submitting any claim for certain services, also referred to as designated health services, if the referral comes from a physician with whom the health care entity has a prohibited financial relationship.
- The federal anti-kickback statute and similar Texas statutes, which prohibit payments (direct or indirect), made to induce, or reward the referral or generation of government health care program business.
- The Civil Monetary Penalties Law, 42 U.S.C. 1320a-7am ("CMPL") which provides for penalties against any person or entity, that knowingly presents or causes to be presented to the United States or its agents an improper claim for payment.
- The Emergency Medical Treatment and Labor Act (EMTALA), which contains requirements for the evaluation and treatment of individuals experiencing a health-related emergency.\
- Laws authorizing the U.S. Department of Health and Human Services (HHS), Office of Inspector General (OIG), to exclude health care providers from participation in federal health care programs that provide unnecessary or substandard items or services provided to any individual receiving services.
- Privacy and security laws and regulations that protect client information, including protected health information (PHI) under the Health Insurance Portability and Accountability Act of 1966 (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, the Final Omnibus Rule, and the Texas Medical Records Privacy Act as amended by Texas H.B.300.
- Federal and Texas false claims statutes and whistleblower protections that serve a key role in preventing and detecting fraud, waste, and abuse in government funded health care programs.

Fraud and abuse, the False Claims Act and Whistleblower Protections
All Contractors, Business Associates and others affiliated with or doing business on behalf of the Center will fully comply with the federal False Claims Act (FCA) and Texas laws that fight fraud and abuse in government healthcare programs. The FCA contains a qui tam or whistleblower provision, which permits a private person with knowledge of a false claim for reimbursement by a government to file a lawsuit on behalf of the U.S. government.

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

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

- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Health Information Technology for Economic and Clinical Health (HITECH) act of 2009

- Texas Medical Records Privacy Act as amended by Texas H.B. 300, which went into effect September 2012

Conflicts of Interest

A conflict of interest exists when:

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

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

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

Coding and Billing Integrity

All billing practices, including the preparation and filing of cost reports, must comply with federal and Texas laws and regulations as well as LifePath Systems Policies and Procedures.

LifePath Systems management will assist applicable Contractors, Business Associates, and others affiliated with doing business on behalf of the Center in identifying and appropriately resolving any coding or billing issues or concerns. Overpayments made by a federal health care program or other payers in accordance with applicable law.

Workforce members will document accurately all client records, timesheets, financial transactions, billing, and report generation.

Relationships with Federal Health Care Beneficiaries

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

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

Ineligible Persons, Excluded Beneficiaries and Entities

LifePath Systems does not do business with, hire, or bill for services rendered by excluded or debarred individuals or entities. Contractors, Business Associates and other affiliated with or doing business on behalf of the Center are required to immediately report if they become excluded, debarred, or ineligible to participate in any government health care program.

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

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

Medical Records
Contractors, Business Associates, and others affiliated with doing business on behalf of the Center must ensure medical records are accurate and provide information that documents the treatment provided and supports claims submitted. Tampering with or falsifying medical records, financial documents, or other business records must not be tolerated.
The confidentiality of protected health information must be maintained in accordance with privacy and security laws and regulations, including protected health information (PHI) under the Health Information Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH0 Act, and applicable Texas laws.

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

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

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

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

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

ATTACHMENT F

LIFEPATH SYSTEMS (LPS) HIPPA NOTICE OF PRIVACY PRACTICES (NPP)

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

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

About This Notice

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

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

How We May Use and Disclose Your Protected Health Information

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

For Treatment

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

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

For Payment

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

For Health Care Operations

We may use and disclose your protected health information for health care operation purposes. These uses and disclosures are necessary to make sure that all of our patients receive quality care and for our operation and management purposes. For example, we may use your protected health information to review the treatment and services you receive to check on the performance of our staff in caring for you. We also may disclose information to doctors, nurses, technicians, medical students,

and other personnel for educational and learning purposes. The entities and individuals covered by this notice also may share information with each other for purposes of our joint health care operations.

Appointment Reminders/Treatment Alternatives/Health-Related Benefits and Services
We may use and disclose your protected health information to contact you to remind you that you have an appointment for treatment or medical care, or to contact you to tell you about possible treatment options or alternatives or health related benefits and services that may be of interest to you.

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

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

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

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

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

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

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

Abuse or Neglect

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

Food and Drug Administration

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

Legal Proceedings

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

Law Enforcement

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

Criminal Activity

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

Military Activity and National Security

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

Workers' Compensation

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

Inmates

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

For Data Breach Notification Purposes

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

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

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

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

Special Protections for HIV, Alcohol and Substance Abuse, Mental Health and Genetic Information
Certain federal and state laws may require special privacy protections that restrict the use and disclosure of certain health information, including HIV-related information, alcohol and substance abuse information, mental health information, and genetic information. For example, a health plan is not permitted to use or disclose genetic information for underwriting purposes. Some parts of this Notice of Privacy Practices may not apply to these types of information. If your treatment involves this information, you may contact LPS for more information about these protections.

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

Your Rights Regarding Health Information About You
The following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

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

Additionally, if we maintain an electronic health record of your designated file, you have the right to request that we send a copy of your protected health information in an electronic format to you or to a third party that you identify. We may charge a reasonable fee for sending the electronic copy of your protected health information.
Depending on the circumstances, we may deny your request to inspect and/or copy your protected health information. A decision to deny access may be reviewable. Please contact our office if you have questions about access to your medical record.

You have the right to request *a* restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or health care operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

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

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

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

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

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

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

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

Complaints or Questions

You may complain to us if you believe your privacy rights have been violated by us. You may file a written complaint by notifying the LPS administration office of your complaint. We will not retaliate against you for filing a complaint. You may call the LPS patient/consumer hotline at (972) 372-0301 or reach our administration office by calling: (972) 562-0190 ext. 6112.
Additionally, you may file a complaint by contacting the Texas Health and Human Services Commission complaint hotline: 1-877-787-8999. Or Region VI - Dallas, Office for Civil Rights, U.S. Department of Health and Human Services (214) 767-4056
If you have a question about this privacy notice, please contact our Privacy Officer at: (972) 562-0190 ext. 6112.

CONFIDENTIALITY ACKNOWLEDGMENT

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

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

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

    - **Electronic Device Security.** If necessary to have any identifiable PHI on a device, I agree to encrypt, and password protect information. I will not attempt to access information by using a user-identification code or password other than my own, nor will I release my user-identification code or password code to anyone or allow anyone to access or alter information under my identity. I will back-up any confidential information using approved back-up methods.
    - **Social Medica Use.** I agree to never store health information on someone who is receiving services on social networking internet web sites or transmit through peer-to-peer applications.
    - **Physical Security.** I will take all reasonable precautions to safeguard confidential information. These

precautions include using locking file cabinets, locking office doors, securing data tapes, CDs, DVDs, and other electronic media. I agree to store my electronic media on approved servers and store back-up media in approved locations.

- **Privacy and Security of Information while Traveling.** I will protect PHI from unauthorized access/disclosure to others.
- **Return or Destruction of Information.** I will ensure that all confidential information is returned to the appropriate parties. Unless specifically stated in my contractual agreement with LifePath Systems, I am not authorized to destroy any original information maintained in any medium i.e., paper, electronic, etc.
- **Termination.** When I leave my affiliation with LifePath Systems, I will ensure that I take no identifiable PHI with me, and I will return all PHI in any format to LifePath Systems.
- **Disclosures Required by Law.** I understand that I am required by law to report suspected child or elder abuse to the appropriate authority. I agree to cooperate with any investigation by LifePath Systems, the Department of Health and Human Services or any oversight agency.
- **Violations.** I understand that violation of this Acknowledgment or the LifePath Systems' Contractor Code of Conduct may result in disciplinary action, up to and including immediate termination of my affiliation and could result in criminal or civil charges by either federal or state authorities against me with the potential for fines or prison.

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

PRINTED NAME & TITLE_____

SIGNATURE_____

DATE_____

PLEASE RETURN COMPLETED FORMS TO:
LifePath Systems
IDD Contracts Department
Attn: IDD Contracts Manager
2295 Bloomdale Rd
McKinney, Texas 75071