Open Enrollment

Request for Applications (RFA)

RFA # 0136

Youth Empowerment Services (YES) Waiver Services

NOVEMBER 2026

LifePath Systems
ATTN: BH Contracts
2295 Bloomdale Rd
McKinney, TX 75071

procurement_inquiries@lifepathsystems.org

Issue Date: November 4, 2026

Due Date: Open Enrollment

NOTICE OF OPEN ENROLLMENT

Background Information

Collin County Mental Health Mental Retardation Center d/b/a LifePath Systems (the "Center") was founded in 1986. It is 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) and a governmental unit of the State of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, Section 534 et seq. In addition to its role as Authority, the Center is a provider of behavioral health services and a provider of services for individuals with intellectual or developmental disabilities.

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

The Center is seeking to contract with qualified providers for the purpose of providing intensive services within a strengths-based team planning process building on family and community supports and utilizing YES Waiver services to help build on the family's natural support network and connection within the community to eligible individuals of Collin County.

Pursuant to 26 Texas Administrative Code §301.9 and §301.257, the Local Mental Health Authority has the authority to create a network of community services by certain procurement methods. In accepting applications, the Center reserves the right to reject any and all applications that are incomplete and fail to meet the requirements specified in the RFA, and to waive any requirements in order to take the action, which it deems to be in the best interest of the Center. 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.

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

The Center appreciates your time and effort in preparing this application. All applications must be received at the specified location identified in RFA # 0136. Notice is hereby given that LifePath Systems will receive applications from providers beginning November 4, 2026. Open enrollment will remain continuously open only if HHSC renews or extends the upstream YES Waiver contract under which these services are funded. In accordance with 26 Texas Administrative Code §301.19(b)(1), LifePath Systems will review this open enrollment and publish a notice of the community services procured through it at least once every two years.

If you are interested in submitting an application, please carefully adhere to the Instructions, requirements, attachments, and deadlines presented in RFA # 0136. A copy of the Request for Applications (RFA) may be obtained from the Center's website at https://www.lifepathsystems.org/connect-with-us/contracting-opportunities/ or by contacting Angela James, Director of Contracts, procurement_inquiries@lifepathsystems.org.

PURPOSE

The goals of the network are to provide:

1. Services on the Individual Plan of Care (IPC) being provided free of any conflict of interest (i.e. services are not provided by the individual/agency developing the IPC, except as the provider of last resort).
2. Access to all services on an authorized IPC within 10 business days of the date of authorization.
3. A choice for participants of qualified provider of individual Waiver services.
4. Access to providers within 30 miles of the participant's residence (within 75 miles if the participant lives in a rural area).

SERVICES SOUGHT

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

1. **SPECIALIZED THERAPIES:**
   - **1.1 Music Therapy:** Music therapy utilizes musical or rhythmic interventions specifically selected by a registered music therapist to accomplish the restoration, maintenance, or improvement of social or emotional functioning, mental processing, or physical health. Music therapy is a prescribed use of music to therapeutically address physical, psychological, cognitive, and/or social functioning to optimize the individual's quality of life, improve functioning on all levels, enhance well-being and foster independence. Music therapy provides an opportunity to move from isolation into active participation through an increase in verbal and nonverbal communication, social expression, behavioral and social functioning, and self-awareness.
   - **1.2 Art Therapy:** Art therapy is a human service profession in which participants, facilitated by the art therapist, use art media, the creative process, and the resulting artwork to explore their feelings, reconcile emotional conflicts, foster self-awareness, manage behavior, develop social skills, improve reality orientation, reduce anxiety, and increase self-esteem.
   - **1.3 Animal-Assisted Therapy:** In animal-assisted therapy, animals are utilized in goal-directed treatment sessions, as a modality, to facilitate optimal physical, cognitive, social, and emotional outcomes of a participant such as increasing self-esteem and motivation and reducing stress. Animal-assisted therapy is delivered in a variety of settings by specifically trained individuals in association with animals that meet specific criteria and in accordance with guidelines established by the American Veterinary Medical Association. Example programs include but are not limited to Therapeutic Horseback Riding and Pet Partners.
   - **1.4 Nutritional Counseling**: Assists Waiver participants in meeting their basic and/or special therapeutic nutritional needs. This includes but is not limited to counseling Waiver participants in nutrition principles, dietary plans, food selection and economics.
   - **1.5 Recreational Therapy**: An outcome based therapeutic intervention that helps maintain or improve participants physical, social, and emotional well-being. The goal of recreational therapy is to develop self-reliance, resiliency, and improve participant's functioning and independence in the community, while reducing or eliminating the effects of the participants serious mental, emotional and behavioral difficulties.

2. **Respite – In-Home**: Provided on a short-term basis because of the absence of, or need for relief for, the Legally Authorized Representative (LAR) or another primary caregiver of a Waiver participant.

3. **Respite – Out-of-Home Camp**: Camp is provided on a short-term basis because of the absence of, or need for, relief for the LAR or other primary caregiver of a YES Waiver participant.

APPLICANT ELIGIBILITY REQUIREMENTS

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

1. Provide services in Collin County, with the exception of Respite – Out-of-Home Camp.
2. Be a Texas licensed or certified professional with documented training and experience relative to the therapy or service being provided.
3. Maintain and cause personnel providing services under the Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, policies of general liability, professional liability, and Workers Compensation insurance coverage 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 of 1 million dollars per occurrence, 3 million dollars aggregate, and 1 million dollars umbrella. Applicant must name LifePath Systems as "Additional Insured" on the policy commencing at the beginning of the contract. Applicants providing transportation to individuals receiving services must also provide automobile liability insurance that meets the minimum standard set by the Texas Department of Public Safety.
4. Comply with all applicable rules and regulations in accordance with service provision to include but not limited to the community standards, the most recent version of the YES Waiver Policy Manual, the YES Waiver User Guide, the Centers for Medicare & Medicaid Services (CMS)-approved YES Waiver application, and 26 TAC Chapter 307, Subchapter A (Youth Empowerment Services).
5. Comply with all state and federal laws regarding the confidentiality of records of individuals served and nondiscrimination.
6. Have and maintain sufficient internet access and a current email account.
7. Notwithstanding the above, be registered to do business in Texas. In any situation in which a consortium of providers intends to submit a single Application in response to this RFA, a single entity responsible for services must be identified to be the party to the Contract, and must demonstrate, to the Center's reasonable satisfaction, the ability to manage funds.

RESPONSIBILITIES

LifePath Systems Responsibilities:

All Service Types:

1. LifePath shall:
   a. Maintain a Waiver Inquiry phone number.
   b. Maintain an Inquiry List of individuals interested in YES Waiver services.
2. LifePath shall provide initial eligibility and enrollment services for individuals, including:
   a. YES Assessment and Clinical Eligibility;
   b. Verification of Medicaid benefits or renewing or application assistance in accordance with HHSC rules and regulations;
   c. Communication of the initial authorization and assessment information.
   d. Service Authorization throughout the contracting period.
3. LifePath Systems shall maintain and monitor Applicant qualifications and training records including those required for HHSC review.
4. LifePath Systems shall be responsible for receiving services notes and entering into agency Electronic Health Record (EHR) and Clinical Management for Behavioral Health Services (CMBHS).
5. LifePath shall monitor Applicant's compliance with the contract and evaluate the applicant's provision of services through audits, satisfaction surveys, and required HHSC reports, to include the following elements:
   a. competency of the applicant to provide care;
   b. individuals' access to services;

c. safety of the environment in which services are provided;
d. continuity of care;
e. compliance with the performance expectations;
f. satisfaction of individuals and family members with services provided; and
g. utilization of resources.

Respite – In-Home:

1. LifePath shall perform a Building Safety and Environmental Health Checklist prior to the provision of services.
2. LifePath shall provide a copy of each participant's Crisis and Safety Plan.

Respite – Out-of-Home Camp:

1. LifePath shall maintain and monitor records of criminal history and abuse registry checks for HHSC review.
2. LifePath shall provide a copy of each participant's Crisis and Safety Plan.

Service Provider Responsibilities:

All Service Types:

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 provide services in accordance with the current YES Waiver Policy Manual, the YES Waiver User Guide, the CMS-approved YES Waiver application, applicable federal and state law, HHSC requirements, and the participant's authorized Individual Plan of Care and Wraparound Plan. If these sources conflict, the controlling law, CMS-approved waiver documents, and HHSC direction govern. The current Policy Manual is available at https://www.hhs.texas.gov/sites/default/files/documents/policy-manual-youth-empowerment-services.pdf.
3. Applicant shall complete and submit service documentation to LifePath Systems within two business days after service delivery. Documentation must be current, complete, accurate, and sufficient to support billing, monitoring, and audit requirements.
4. Applicant shall implement and monitor services in accordance with individual's service authorization.
5. Applicant shall report a critical incident to the Wraparound facilitator within 24 hours or one calendar day after learning of the incident. The Applicant shall immediately report a participant death or report it by the end of the next business day, cooperate with required follow-up reporting, and provide information needed for LifePath and HHSC reporting under the current YES Waiver Policy Manual.
6. Applicant shall notify LifePath Systems within three business days of regulatory reviews, audits, changes in criminal history or registry status, or other compliance events affecting YES Waiver services, and shall make related findings and corrective-action documentation available to LifePath Systems.
7. Applicant shall ensure that all staff members, volunteers, interns, direct service providers, subcontractors, and applicable leadership complete required training before providing YES Waiver services or participating in a WTM. Required one-time training includes YES 101; NWIC Wraparound Overview and Team Roles in Wraparound, except where the Policy Manual exempts respite providers; LifePath-coordinated service documentation training; and the Crisis Planning Training Series. Required annual training includes mandatory reporting of abuse, neglect, and exploitation; restraint and restrictive interventions; HIPAA; and critical incident reporting. Required biennial training includes DFPS Trauma-Informed Care and First Aid/CPR certification. Role-specific Wraparound and CANS training requirements also apply when relevant. Applicant shall maintain proof of completion in personnel records and provide it to LifePath or HHSC upon request.
8. 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:
   8.1 Incident Reporting

8.2 Reporting of Abuse, Neglect or Exploitation
8.3 HIPAA Training
8.4 Crisis and Safety Planning
8.5 First Aid and CPR (Can be facilitated through The Center at a cost to the Applicant)
8.6 Behavior Management (Can be facilitated through The Center at a cost to the Applicant)

9. Applicant shall comply with the requirements of LifePath Systems' HHSC YES Waiver Provider Contract (HHSC Contract No. HHS001291000014, as amended), including the HHS Uniform Terms and Conditions – Governmental Entity (v. 3.3) and the HHS Contract Affirmations (v. 2.5), to the extent they apply to the services Applicant provides, and shall include these requirements in any subcontract.
10. Applicant shall retain the contract, subcontracts, personnel, credentialing, training, service, billing, audit, and related records for at least seven years after contract expiration or until all audit, claim, litigation, or dispute matters are resolved, whichever is later. Participant records must be retained for the same minimum period. Applicant shall make records, staff, service locations, and systems used to transmit participant data available to LifePath Systems, HHSC, and authorized state or federal agencies for audit, inspection, monitoring, and quality review.
11. Applicant shall maintain written policies and procedures addressing critical incident reporting; abuse, neglect, and exploitation reporting; restraints and restrictive interventions; confidentiality and secure transmission of protected information; complaints and grievances; medication administration, if applicable; background and registry checks; service documentation; and continuity and disaster recovery. Applicant shall provide the policies to LifePath Systems upon request.
12. Applicant shall provide services only when the participant has active Medicaid eligibility, an active authorized IPC, and a TMHP authorization number, and only as authorized in type, scope, frequency, amount, duration, and location on the IPC and Wraparound Plan. Services provided without these authorizations are not reimbursable.
13. Applicant shall respond to LifePath Systems or HHSC requests for information within three business days, unless a shorter period applies to a critical incident, participant safety matter, complaint, audit, or other urgent request.
14. Applicant shall support participant and family choice, provide services in accessible and person-centered formats, and provide information in English and Spanish. When the participant's primary language is another language or the participant requires a communication accommodation, Applicant shall coordinate interpreter or accessibility support with LifePath Systems.
15. When a provider cannot attend a scheduled WTM in person or by telehealth, the provider shall submit a detailed written summary to the Wraparound facilitator at least seven business days before the meeting. The summary must address the participant's strengths, needs, progress, service recommendations, and requested changes to type, scope, frequency, amount, duration, or location.
16. Telehealth may be used only for services permitted by the current YES Waiver Policy Manual, when clinically appropriate and safe, agreed to by the participant or LAR, documented in the Wraparound Plan, and delivered through a HIPAA-compliant platform. Audio-only services require an existing clinical relationship. Telehealth cannot be used for 100 percent of service delivery; each participant must receive at least one in-person visit every six months. Initial and annual clinical eligibility assessments must be conducted in person except for the limited residential treatment center or hospital exception described in the Policy Manual.

Specialized Services:

1. Applicant shall ensure that, before providing Waiver services or participating in a Wraparound Team Meeting (WTM), staff complete the training applicable to their role under the current YES Waiver Policy Manual and LifePath requirements.
   a. YES Waiver provider service training at https://centralizedtraining.com/yes-waiver-trainings/.

2. Applicant shall participate in Wraparound Team Meetings (WTMs).

Respite – In-Home:

1. Applicant shall ensure that, before providing Waiver services, staff complete the training applicable to in-home respite providers under the current YES Waiver Policy Manual and LifePath requirements.
   a. YES Waiver provider service training (https://centralizedtraining.com/yes-waiver-trainings/); and
   b. Respite In-Home only: Electronic Visit Verification (EVV) training https://www.hhs.texas.gov/providers/long-term-care-providers/long-term-care-provider-resources/electronic-visit-verification/evv-training-resources
2. Applicant shall provide services;
   a. Within the State of Texas; and
   b. In the private residence of:
      i. The participant; or
      ii. A relative of the participant other than the parents, spouse, legal guardian, or LAR.
3. Applicant shall ensure that a Building Safety and Environmental Health Checklist has been completed prior to the provision of services.
4. Applicant shall maintain a copy of each participant's Crisis and Safety Plan.
5. Applicant shall utilize the EVV system to record service data and be responsible for ensuring and maintaining access to the EVV system through the Applicant's Smartphone.

Respite – Out-of-Home Camp:

1. Applicant shall ensure that all staff members, volunteers, interns, and direct service providers receive training on Applicant's policies and procedures.
2. Applicant shall maintain, and provide to LifePath upon request, completed credentialing for each professional, including subcontractors, providing services under this Agreement.
3. Applicant shall adhere to 25 TAC 265, Subchapter B.
4. Applicant shall maintain a copy of each participant's Crisis and Safety Plan.

SERVICE PROVIDER PROHIBITED ACTIVITIES:

Applicant shall not assess additional charges to a participant, any member of the participant's family, or any other party, including a third-party payer, except as permitted by federal or state law, rule, regulation, or the Medicaid State Plan. Medicaid is the payer of last resort, and claims potentially covered by private insurance must be submitted to the private insurer before Medicaid, as applicable.

1. **Respite – In-Home:**
   A. Applicant shall not provide services at the same time as:
      i. Supportive Family-Based Alternatives;
      ii. Community Living Supports;
      iii. Supported Employment;
      iv. Employment Assistance;
      v. Non-medical Transportation; or
      vi. Paraprofessional Service.
   B. Applicant shall not provide services in a group setting.

2. **Respite – Out-of-Home Camp:**
   A maximum of 720 cumulative hours (30 calendar days) of respite services of any type, or any combination of respite types, may be provided to a participant during each service plan year.
   A. Applicant shall not provide services at the same time as:
      i. Supportive Family-Based Alternatives;
      ii. Community Living Supports;

iii. Supported Employment;
iv. Employment Assistance;
v. Non-medical Transportation; or
vi. Paraprofessional Service.

B. Federal financial participation is not to be claimed for the cost of room and board, except when provided as part of respite care furnished in a facility approved by the state that is not a private residence.

Camp-based respite must be provided by a day or resident camp licensed by the State of Texas or accredited by the American Camp Association. The provider must give LifePath a copy of the participant's Crisis and Safety Plan, complete required criminal history and registry checks, and complete progress documentation within two business days after service delivery. For camp-based respite, one progress note may summarize the full camp date range. American Camp Association-accredited camps are exempt from the program training requirements identified in Policy 3500 of the YES Waiver Policy Manual.

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. Complete required pre-employment and ongoing checks for each employee, intern, volunteer, contracted provider, and subcontracted provider before employment or assignment, including annual criminal history, Nurse Aide Registry, and Employee Misconduct Registry checks and monthly List of Excluded Individuals/Entities checks. The Applicant shall document check dates, maintain the results in personnel records, and immediately remove a person from YES Waiver duties when a disqualifying finding or exclusion is identified. Current Nurse Aide Registry and Employee Misconduct Registry results are available through the HHSC Employability Status Check Search (txhhsregulatory.my.site.com/EMR/).
6. Be a licensed or certified professional with documented training and experience relative to the therapy or service being provided as outlined below:

6.1 Animal-Assisted Therapy:

6.1.1 Utilize animals that meet specific criteria for the program they are associated with, and be trained in accordance with guidelines established by the American Veterinary Medical Association;

6.1.2 Be a licensed professional, or provisional intern under the supervision of a licensed clinician, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or

6.1.3 Be appropriately trained and obtain certification through a YES Waiver-endorsed certification program specific to the type of program and animals involved. Endorsed programs identified in the current YES Waiver Policy Manual include Pet Partners/Association of Animal-Assisted Intervention Professionals; Equine Assisted Growth and Learning Association; Professional Association of Therapeutic Horsemanship International; Trauma Focused Equine Assisted Psychotherapy; Equine Experiential Education Association; Equine Connection; and the Animal-Assisted Counseling Academy at Texas State University. HHSC may approve additional

certification programs upon request by LifePath.

6.2.1 Be a licensed professional, or provisional intern under the supervision of a licensed clinician, with documented training and experience relative to the specialized therapy being provided. This may include a: clinical social worker; professional counselor; marriage and family therapist; drama therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or

6.2.2 Be certified by the Art Therapy Credentials Board (ATR-BC).

6.3.1 Be a licensed professional, or provisional intern under the supervision of a licensed clinician, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or

6.3.2 Be certified by the Certification Board for Music Therapists (MT-BC).

6.4 Nutritional Counseling:

6.4.1 Be a person who is a registered, licensed, or provisionally licensed dietitian by the Texas Board of Examiners of Dietitians;

6.5 Recreational Therapy:

6.5.1 Be a licensed professional, or provisional intern under the supervision of a licensed clinician, with documented training and experience relative to the specific service provided. These may include a: clinical social worker; professional counselor; marriage and family therapist; registered nurse; vocational nurse; physical therapist; occupational therapist; or dietitian; or

6.5.2 Be certified by the National Council for Therapeutic Recreation Certification (NCTRC), or be certified as a Texas Certified Therapeutic Recreation Specialist (TRS/TXC).

6.6 Respite – In-Home:

6.6.1 Be at least 18 years of age;

6.6.2 Have a current Texas driver's license;

6.6.3 Not be a natural or adoptive parent, spouse, legal guardian, or LAR;

6.6.4 Received EVV training;

6.7 Respite – Out-of-Home:

6.7.1 Be at least 18 years of age;

6.7.2 Have a current Texas driver's license;

6.7.3 Must pass criminal history and abuse registry checks.

To be a qualified program provider, the day or overnight camp must:

a. Be licensed by the state of Texas, or

b. Be accredited by the American Camp Association (ACA).

Important reimbursement conditions. Current HHSC reimbursement rates, and any later amendments to those rates, are payment in full for covered services. Payment is limited to properly authorized and documented services within the participant's annual cost ceiling. LifePath may deny or recoup payment for services that are not authorized, are not documented within required timeframes, exceed limits, lack active Medicaid or an active IPC/TMHP authorization, or otherwise fail to comply with the YES Waiver Policy Manual, User Guide, contract, or applicable law.

PAYMENTS/RATES:

Successful Applicants will be paid on a fee for service rate, based on the Fee Schedule below. Rates changes will be renegotiated when HHSC changes the current posted rates.

Service	Unit	Rate
Animal-Assisted Therapy, Art Therapy, Music Therapy, Recreational Therapy	15 minutes	$19.36/Per 15 Minute Unit Per Individual
Nutritional Counseling	15 minutes	$13.82/Per 15 Minute Unit Per Individual
Respite – In-Home	15 minutes	$5.22
Respite – Out-of-Home Camp	Negotiated	Based upon services and activities provided by the camp.
Group Rate for Specialized Therapy Services using the following formula: Number of providers x Time spent delivering service(s) ÷ Number of participants served = Billable Time		
Wraparound Team Meeting (WTM) Unit and Rate are paid the same as the service rate being provided.		

And based upon receipt of required documentation, as described below.

1. Written documentation supporting a claim for an authorized service must be completed within two business days after service delivery using the form or system prescribed by LifePath Systems. Documentation must include, as applicable:
   a. Local Case Number (LCN) # and Medicaid or CMBHS identification number;
   b. Name of individual receiving service;
   c. Company/Clinician name;
   d. Date service provided;
   e. Start and stop time of contact with individual;
   f. Units;
   g. Procedure;
   h. Service location;
   i. Mode of Delivery
   j. Recipients;
   k. Intensity;
   l. identified need from the Wraparound Plan;
   m. Methods used;
   n. Objective Addressed;
   o. Description of service/intervention provided;
   p. Documentation of group service if provided, include number of participants in group;
   q. Individual's response to intervention and summary of activities and observed behaviors;
   r. Progress or lack of progress with service;
   s. Direct service provider's printed name, signature, date, and credentials.

2. Applicant shall submit all written documentation to LifePath Systems within seven (7) business days following the calendar date on which the specific participant contact occurred. Failure to submit documentation within this timeframe may result in payment delays or contract non-compliance penalties.

PROCESSING:

1. Applicant shall bill LifePath in the form and format approved and provided by LifePath Systems.
2. All invoices must be submitted by the 3rd calendar day of the month following the month of services.
   a. Invoices are allowed to be submitted on a biweekly basis.
   b. Invoices for purposes of correction, shall be accepted up to sixty (60) days past the deadline, provided that the written documentation was submitted within the stipulated timeframe. Invoices shall not be accepted

after sixty (60) days past the invoice submission deadline.

c. Invoices for the purpose of correction 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-five (35) days past the end of the fiscal year period.

3. Applicant shall submit an invoice for all services provided for that reporting period.
   a. All services will be verified by LifePath Systems.
   b. LifePath Systems will issue payment to Applicant within ten (10) days after payment from HHSC for the claim submitted for Applicant's services, subject to items c through e below. The parties agree that this is the prompt-payment term for purposes of the HHSC YES Waiver contract.
   c. Complete and Accepted Invoice. An invoice is complete and accepted when: (1) LifePath Systems has received it in the required form and format by the deadline in item 2; (2) it includes every required data element and the supporting documentation described under Payments/Rates; (3) the services on it have been verified under item a above against the participant's service authorization, Wraparound Plan, and written documentation; and (4) LifePath Systems has notified Applicant in writing that the invoice is accepted or has submitted the claim for the services to HHSC. LifePath Systems will send written notice of acceptance, or of any deficiency or disputed line item, within ten (10) business days after receiving the invoice.
   d. Delayed or Denied HHSC Payment. LifePath Systems' obligation to pay Applicant is limited to amounts LifePath Systems actually receives from HHSC for the claim submitted for Applicant's services. If HHSC delays payment, LifePath Systems will pay Applicant within ten (10) days after LifePath Systems receives payment from HHSC. If HHSC denies or reduces payment for the claim in whole or in part, LifePath Systems will pay Applicant the undisputed amount of the invoice, up to the amount HHSC actually paid for the submitted claim, and will not be liable for any denied or reduced amount unless and until HHSC pays it on resubmission or appeal. LifePath Systems will notify Applicant in writing, with the reason if known, within ten (10) business days after LifePath Systems learns that HHSC has delayed, denied, or reduced payment. Amounts that HHSC later recoups for a claim may be recouped from Applicant. Applicant shall not bill the participant, the participant's family, or any other party for any amount that HHSC does not pay.
   e. Disputed Amounts. LifePath Systems will not withhold the undisputed portion of an invoice because other line items are disputed. Disputed line items will be resolved under item 5 below, and payment of any amount later resolved in the Applicant's favor will follow item b above.

4. Applicant shall forfeit payment for service if:
   a. Not identified on the participant's Wraparound Plan;
   b. Not previously approved on the participant service authorization;
   c. Exceeding the limits authorized by HHSC;
   d. Provided on a date in which an active IPC was not in place;
   e. Provided outside of the participant's Waiver eligibility;
   f. Provided prior to employee credentialing;
   g. Provided after loss of credential/license;
   h. Written documentation is incomplete or does not match; or
   i. Respite – In-Home only: Units do not match the units on the Electronic Visit Verification (EVV) visit transaction.

5. Invoice Correction and Payment Dispute Process (Applicant payment disputes and corrections):
   a. Notice. LifePath Systems will send Applicant a written notice (email to the billing contact in the Application) that identifies the invoice, the affected line items, the reason the invoice or line item is incomplete, disputed, denied, or reduced, and the information needed to correct it.
   b. Correction and Resubmission. Applicant may correct and resubmit an invoice within the correction periods in items 2.b and 2.c above, provided the written documentation was submitted within the required timeframe. LifePath Systems will process a corrected invoice with its next payment cycle, and the thirty (30)

day payment period in item 3.b will run from payment by HHSC on the corrected claim.

c. Request for Review. If Applicant disagrees with a denial, reduction, or non-acceptance, Applicant may submit a written request for review to LifePath Systems BH Contracts at the address or email in the Instructions for Submission within fifteen (15) business days after the date of the notice. The request must identify the invoice and line items in dispute, explain the basis for the dispute, and include supporting documentation, such as service notes, authorizations, and EVV records.

d. Review Decision. LifePath Systems will review the request, using a reviewer who was not involved in the original determination when practicable, and will issue a written decision within twenty (20) business days after receiving the request and supporting documentation. LifePath Systems may request additional information, and the review period will pause until the information is received.

e. Appeal. If Applicant disagrees with the review decision, Applicant may submit a written appeal to the executive designated by LifePath Systems to hear payment appeals (the "Appeal Officer") within ten (10) business days after the date of the review decision. The Appeal Officer will issue a written decision within thirty (30) calendar days after receiving the appeal. The Appeal Officer's written decision is final, to the extent permitted by law. An Applicant that does not submit a timely request or appeal waives further review of the disputed amount.

f. Claims Denied by HHSC. When a dispute depends on HHSC's denial or reduction of a claim, LifePath Systems may resubmit the claim to HHSC or appeal HHSC's decision if LifePath Systems determines there is a good-faith basis to do so. Applicant shall provide requested documentation within five (5) business days. Payment on any amount that HHSC pays after resubmission or appeal will follow item 3.b above.

g. Continued Services. During a correction, review, or appeal, Applicant shall continue to provide properly authorized services, and LifePath Systems will continue to pay undisputed amounts under item 3. Nothing in this item limits any right or remedy available to either party under the contract or applicable law.

INSTRUCTIONS FOR SUBMISSION OF APPLICATIONS

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

1. All applications can be submitted by **MAIL or EMAIL** to the following:

   ATTENTION:
   LifePath Systems
   BH Contracts
   2295 Bloomdale Road
   McKinney, TX 75071
   Subject: RFA 0136

   Email: procurement_inquiries@lifepathsystems.org

2. Applications will be processed upon receipt. In the future, additional open enrollment periods for services may be announced or contract periods may be staggered to ensure availability of adequate numbers of service providers to meet the volume of demand for services.
3. Number of Copies - To achieve a uniform review process and to obtain a maximum degree of comparability, LifePath Systems requires that Applications be submitted with one (1) master (marked original). Each must include the following items:
   a. Title Page - Title page must show the RFA subject; the Applicant's name; the Applicant's address, and telephone number of a contact person; and the Type of Business Entity.
   b. Transmittal Letter - Submit a signed letter stating that the Applicant is not currently held in abeyance or barred from the award of a federal or state contract; is in good standing with respect to state franchise tax under Chapter 171 of the Texas Tax Code; and agrees to provide the specified community services at the rates described in this RFA.
   c. 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.
   d. Application – must be filled out in its entirety. Response format as follows: State the question or item exactly as appears; then provide your detailed response.
   e. Questions fall under the following sections:
      I. Business Demographics
      II. Services
      III. Service Location
      IV. Professional Liability Insurance
      V. Experience
      VI. Information Systems
      VII. Risk Management
      VII. Adverse Actions
      IX. References
   f. All application response attachments must be labeled to reference the appropriate section and letter (i.e., "VI. a.")
3. 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 AND THAT YOU WILL COMPLY WITH THE CURRENT HHS CONTRACT AFFIRMATIONS (V. 2.5, EFFECTIVE NOVEMBER 2024) AS THEY AP PLY TO THE APPLICANT AND ITS SUBCONTRACTORS. https://resources.hhs.texas.gov/sites/default/files/documents/hhs_contract_affirmations_-_v_2.5_-_november_2024.pdf

4. False statements or false information provided by an Applicant may result in disqualification from or termination of enrollment into the network. In accepting applications, LifePath Systems reserves the right to reject any and all Applications, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action which it deems to be in the best interest of the Center. Further, LifePath Systems is not obligated to accept applications it deems are incomplete, inaccurate, or fail to meet minimum standards as determined solely at the discretion of LifePath Systems. LifePath Systems will not pay for any costs incurred by Applicants in the preparation and submission of a response to this RFA.
5. Each Applicant is responsible for ensuring that documents for potential enrollment are submitted completely and on time. LifePath Systems expressly reserves the right not to evaluate any enrollment documents that are incomplete or late. Any attached form(s) must be completed by each Applicant to be considered for possible enrollment in the network.
6. Each Application shall be subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code**.** Such information may still be subject to disclosure under the Public Information Act and other applicable law.
7. **Evaluation, Approval, and Appeal Process.** Applications will be evaluated as described below, subject to LifePath Systems' rights stated in items 5 and 6 above.
   a. Review Steps. LifePath Systems will review each Application in the following order: (1) administrative completeness review of all required forms, attachments, and signatures; (2) minimum-qualification and credentialing review of the eligibility requirements, licenses and certifications, insurance, and criminal history and registry checks; (3) reference checks and, when LifePath Systems considers it necessary, an interview or site visit; and (4) a written decision to approve or deny the Application.
   b. Cure Period. If an Application is incomplete or has a correctable deficiency, LifePath Systems will send the Applicant written notice that identifies the deficiency. The Applicant has ten (10) business days from the date of the notice to submit the missing or corrected documents. A cure may not be used to change the services requested or to materially change the substance of the Application. An Application not cured within the cure period will be denied. The cure period does not apply to false statements or false information, or to a disqualifying criminal history, registry, or exclusion finding.
   c. Notice of Approval or Denial. LifePath Systems will notify the Applicant in writing, by email to the contact identified in the Application, of its decision to approve or deny the Application. A denial notice will state the reasons for the denial and the Applicant's right to request reconsideration under item d below. Approval of an Application does not guarantee any minimum volume of referrals or authorizations.
   d. Appeal Rights. An Applicant whose Application is denied may request reconsideration by submitting a written request, with any supporting documentation, to LifePath Systems at the address or email in item 1 above within ten (10) business days after the date of the denial notice. LifePath Systems will review the request and issue a written decision within thirty (30) calendar days after receiving it. LifePath Systems' written decision on reconsideration is final, to the extent permitted by law. An Applicant that does not submit a timely request waives its right to reconsideration.
   e. No Services Before Approval. An Applicant must not provide, and LifePath Systems will not pay for, any YES Waiver service until all of the following are complete: (1) the Application is approved in writing; (2) the Applicant's contract with LifePath Systems is fully executed; (3) required staff credentialing, criminal history and registry checks, and training are complete and documented; (4) the participant has active Medicaid eligibility, an active authorized IPC, and a TMHP authorization number for the service; and (5) LifePath Systems has given written authorization to begin services. Services provided before these steps are complete are not reimbursable.

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

ORGANIZATIONAL APPLICATION CHECKLIST

The checklist below is provided to assist in completing the application.
Submission Date: _____

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

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

OPEN ENROLLMENT FOR BEHAVIORAL HEALTH SERVICES
APPLICATION FOR ORGANIZATIONAL/INDIVIDUAL
PROVIDERS ("APPLICATION")

REQUIRED APPLICATION INFORMATION:

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

A.	**BUSINESS DEMOGRAPHICS**	
1.	Organization/Individual Name:	
2.	Organization dba Name:	
3.	Federal Tax ID Number:	
4.	Agency NPI Number:	
5.	Business Address:	
6.	Contact/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	
7.	Executive Director- Owner/Title: Email Address:	
	Address:	
	Phone/Fax:	
8.	Services Contact/Title: Email	
	Address:	
	Phone/Fax:	
9.	Billing Contact/Title:	
	Email Address:	
	Address:	
	Phone/Fax:	

10. Number of years in operation as a business:

11. _Languages services provided in:

12. Is organization/individual certified as or eligible to be a Historically Underutilized Business:

YES		NO	

(If certified, provide Certification Number):

13. List all licenses, credentials, certifications, and/or accreditations currently held by organization/individual: *(Provide copies as applicable)*:

B. SERVICES

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

Service	Indicate (√) if applying to provide this service
Animal-Assisted Therapy	
Art Therapy	
Music Therapy	
Nutritional Counseling	
Recreational Therapy	
Respite – In-Home	
Respite – Out-of-Home Camp	

2. Will all services contracted under this RFA be provided by organization/individual:

YES		NO	

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

C. SERVICE LOCATION:

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

a. Attach a Certificate of Insurance with effective and expiration dates showing current General Liability insurance coverage limit;
b. Attach a Fire Inspection (current within 1 year) by applicable local fire authority;
c. Attach a Certificate of Occupancy;
d. Is the building accessible for individuals with disabilities:

YES		NO	

e. How close is the facility to public transportation:

D. PROFESSIONAL LIABILITY INSURANCE

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

E. EXPERIENCE

1. Describe experience over the last 5 years providing services to the population of individuals the organization/individual is applying to serve: *(Attach additional pages as necessary)*
2. Describe experience providing accessible, person-centered services to individuals who are deaf or hard of hearing, individuals with limited English proficiency or other communication needs, individuals with physical disabilities, and individuals who use adaptive equipment. Include how information and services will be made available in understandable formats and languages. *(Attach additional pages as necessary)*
3. Describe experience and ability to provide culturally responsive services to people from diverse backgrounds and communities. *(Attach additional pages as necessary)*

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

5. Are all staff and sub-contractors current on all training required by the credentialing/licensing agency and/or the Texas Administrative Code as described in contract exhibit(s)?

YES		NO	

If no, what is the plan for ensuring all staff and sub-contractors receive training before service initiation: *(Attach additional pages as necessary)*

6. Describe the Applicant's approach to engaging participants and families who decline, discontinue, miss, or do not consistently participate in recommended services, including outreach, barrier resolution, documentation, and coordination with the Wraparound facilitator. *(Attach additional pages as necessary)*

F. INFORMATION SYSTEMS

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

a. Does organization/individual have internet access and a valid email address?

YES		NO	

G. RISK MANAGEMENT

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

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

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

4. Is organization/individual a non-profit or otherwise exempt from payment of State Franchise Tax? (*If yes, attach a valid 501C IRS Exemption Form)*

YES		NO	

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

H. ADVERSE ACTIONS

1. Are criminal history checks done on all staff annually?

YES		NO	

2. Describe organization's policies and procedures regarding the hiring and retention of persons with criminal histories:

3. Do any of the organization's employees have criminal convictions? If yes, explain:

YES		NO	

4. Describe organization's process, if any, for checking on confirmed fraud, abuse, neglect, exploitation or rights violations of employees or applicants for employment, such as through the Nurse Aide Registry and the Employee Misconduct Registry:

5. Do any of organization's current employees have validated/confirmed fraud, abuse, neglect, exploitation, or rights violation claims? If yes, describe in detail:

YES		NO	

6. Does the organization/individual meet standard federal guidelines for Medicaid and Medicare?

YES		NO	

7. Is the organization/individual currently under investigation, or has the organization had a license or accreditation revoked by any state/federal/local authority or licensure agency within the last 5 years?

YES		NO	

8. Has the organization/individual had any judgments or settlements entered against it in the last 10 years?

YES		NO	

I. REFERENCES

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

Reference	E-mail Address	Phone

ATTESTATION

I hereby attest to the following:

- I consent to the inspection of records and documents pertinent to this Application, including the release by any person to Collin County Mental Health Mental Retardation Center, *dba* LifePath Systems of all information that may reasonably be relevant to an evaluation and verification of this Application or evaluation of professional competence, including, but not limited to, consultation with any other health professionals or institutions with which Organization/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 Individual, or authorized representative of Organization (acting on Organization's behalf), hereby authorize Collin County Mental Health Mental Retardation Center *dba* LifePath Systems to obtain any and all information required to complete a review and primary source verification of Organization/Individual's credentials. Information and documents to be reviewed include, but are not limited to, licensure/certification, accreditations, education, and claims made against licensure/certification, malpractice insurance and claims.

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

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

_____
Signature of Individual or Organization's Authorized Representative

_____
Date

_____
Printed Name

_____
Title (if applicable)

_____
Organization/ Program Name (if applicable)

ASSURANCES DOCUMENT

The Applicant assures the following:

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

_____	_____
Authorized Signature	Company Name
_____	_____
Type or Printed Name and Title	Email

CERTIFICATION REGARDING LOBBYING, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

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

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

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

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

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

_____
Signature of Individual or Organization's Authorized Representative

_____
Date

_____
Printed Name

_____
Title (if applicable)

_____
Organization/ Program Name (if applicable)

ASSURANCES, CERTIFICATIONS, EXHIBITS, AND ATTACHMENTS

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

Attachment A:	Background Check Form
Attachment B:	Acronyms Glossary
Attachment C:	Form W-9
Attachment D:	Conflict of Interest Questionnaire

LifePath Systems
Angela James
Email: procurement_inquiries@lifepathsystems.org

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Attachment A
BACHGROUND CHECK FORM

FY27 CRIMINAL BACKGROUND CHECK FORM

DIVISION: _____ CONTRACT MANAGER: _____ PROGRAM: _____

ORGANIZATION (Business Entity): _____

LEGAL FIRST NAME: _____ LEGAL LAST NAME: _____

SOCIAL SECURITY #/EIN#: _____ GENDER: _____ RACE: _____ DATE OF BIRTH: _____

PHONE#: _____ ALT PHONE #: _____

PREFERRED LANGUAGE: _____ EMAIL ADDRESS: _____

MAILING ADDRESS: _____ CITY: _____ STATE: _____ ZIP: ____

IF YOU ARE AN INDEPENDENT/INDIVIDUAL CONTRACTOR, PLEASE LIST ALL THE STATES YOU HAVE LIVED IN THE LAST TWO YEARS (INCLUDING TEXAS):

_____

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

PLEASE FOLLOW THE INFORMATION BELOW REGARDING FINGERPRINTING:

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

With the below signature, I give LifePath Systems my permission to run the above described background check, I also declare my full understanding that the above test will be performed by LifePath Systems on an annual basis. I also consent to LifePath Systems' requirement that my name/organization be checked against the List of Excluded Individuals and Entities (LEIE) on a monthly basis.

CONTRACTOR SIGNATURE: _____ DATE: _____

CONVICTION AND REGISTRY CLEARANCE

Contracting Organizations

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

- Contractor must forward all signed policies, procedures, and other relevant documents to show compliance with the criminal history and registry clearances as identified in Section 8.9 of this agreement prior to contract execution.
- 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.

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 (5th) anniversary of the date the person is convicted of:
   a. an offense under Section 22.01, Penal Code (assault), that is punishable as a Class A misdemeanor or as a felony;
   b. an offense under Section 30.02, Penal Code (burglary);
   c. an offense under Chapter 31, Penal Code (theft), that is punishable as a felony;
   d. an offense under Section 32.45, Penal Code (misapplication of fiduciary property or property of financial institution), that is punishable as a Class A misdemeanor or a felony;
   e. an offense under Section 32.46, Penal Code (securing execution of document by deception), that is punishable as a Class A misdemeanor or a felony;
   f. an offense under Section 37.12, Penal Code (false identification as peace officer; misrepresentation of property); or
   g. an offense under Section 42.01(a)(7), (8), or (9), Penal Code (disorderly conduct).
3. For the purposed of the sections above, a person who is placed on deferred adjudication community supervision for an offense listed in the sections above, successfully completes the period of deferred adjudication community supervision, and receives a dismissal and discharge in accordance with Article 42A.111, Code of Criminal Procedures, is not considered convicted of the offense for which the person received deferred adjudication community supervision.
4. Additional to Bars of Employment for ICF/IDD:
   a. Bars pursuant to 40 TAC §3.201, THSC 481 – Texas Controlled Substance Act: A conviction that is punishable as a felony (involving manufacture, delivery, intent to distribute, conspiracy to possess or produce with intent to distribute, distribution to a minor, illegal expenditure or investment, or transfer

to receipt of chemical laboratory apparatus).

b. Texas Penal Code:
   i. §15.01 – Criminal Attempt of an Offense Listed as a Bar
   ii. §43.03 – Promotion of Prostitution
   iii. §43.04 – Aggravated Promotion of Prostitution
   iv. §43.05 – Compelling Prostitution
   v. §43.25 – Sexual Performance by a Child
   vi. §43.26 – Possession or Promotion of Child Pornography

5. An individual who is listed as revoked in the Nurse Aide Registry or listed as unemployable in the Employee Misconduct Registry.

Contracting Organizations

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

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

Individual Contractors

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

- Contractor must complete the LifePath Systems Criminal Background Check Form and submit to the assigned LifePath Systems Contract Manager prior to service delivery.
- Contractor is prohibited from having any contact with individuals receiving services until the results of the criminal background check and required registry reviews are assessed and 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, 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.

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

Attachment C
FORM W-9

Request for Taxpayer Identification Number and Certification

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

(Attach completed form as part of the application)

Attachment D
CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

Please retrieve CIQ Form from the following website:

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

(Attach completed form as part of the application)

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

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