Stephanie Muth, DFPS Executive Commissioner

Open Enrollment

for

**Mental Health Assessment Services**

Enrollment Number: HHS0016254

Open Enrollment Period Begins on June 2, 2025

Open Enrollment Period Closes on May 31, 2030

NIGP Class/Item Code:
952-62 Mental Health Services: Vocational, Residential, Etc.

# GENERAL INFORMATION

## Introduction. The Health and Human Services Commission (HHSC) on behalf of the Department of Family and Protective Services (DFPS) Adult Protective Services (APS) is issuing an Open Enrollment to enroll Contractors who will provide the following qualified, licensed, and credentialed professionals to deliver Mental Health Assessment Services in all, some or one DFPS Region 3 Counties (see Section 1.6.1 for county map):

### Psychologists;

### Licensed Clinical Social Workers (LCSW); and/or

### Licensed Professional Counselors (LPC).

### These services will assist APS with determining whether there is abuse or neglect as part of an APS client investigation. Also, as requested by DFPS, an Applicant will provide court services as it relates to this Open Enrollment.

## Point of Contact. The sole point of contact for questions and communications for this Open Enrollment is Region12apscontracts@dfps.texas.gov.

## Open Enrollment HHS, Amendments and Announcements.

##

### HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the HHS Open Enrollment Site at:

<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>.

### DFPS reserves the right to revise this Open Enrollment at any time, including the closing date of this Open Enrollment. Applicants must comply with any changes, amendments, or clarifications posted to the HHS Enrollment site by HHSC PCS.

### It is the responsibility of the potential Applicant to check the HHS Enrollment site periodically for any updates to this Open Enrollment and to comply with these requirements. The Applicant’s failure to periodically check the HHS Enrollment site will in no way release them from any responsibility or additional costs to meet the requirements of complying with the Open Enrollment and resulting Contract.

## Open Enrollment Schedule

| **Table 1 - Procurement Schedule** |
| --- |
| Open Enrollment Period Opens | June 2, 2025 |
| Open Enrollment Period Closes | May 31, 2030 |
| Anticipated Contract Start Date | September 1, 2025 |

### DFPS may modify this Open Enrollment to meet DFPS’ and its clients’ needs, such as adding or deleting DFPS Regions.

### All modifications, amendments or changes to this Open Enrollment will be posted in an Addendum as provided for in Section 1.3.

## Open Enrollment Background

### **DFPS Mission.** The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.

### **APS Mission.** The mission of APS is to protect older adults and people with disabilities for abuse, neglect and financial exploitation by investigating and providing or arranging for services to stop or prevent further harm.

### **Program Purpose.** DFPS, through the APS program, protects people age 65 or older and adults with mental, physical, or developmental disabilities or adults who have a physical or mental impairment that substantially limits one or more daily activities from abuse, neglect, and exploitation by investigating and providing or arranging for services necessary to stop, alleviate or prevent further maltreatment.

## Eligible Applicants. To be eligible to receive a Contract award this Open Enrollment, Applicants must comply with the following.

### Submit an Application and Required Forms (See Section 5) to provide services in all, some or all of DFPS Region 3 counties (see a DFPS Region 3 county map at <https://www.dfps.texas.gov/contact_us/map.asp>).

### Not be debarred from receiving any federal or state funds at the time of the contract award.

### Be legally authorized to do business in the State of Texas and determined to be “Active” by the Texas Comptroller of Public Accounts. Applicants can check their status at <https://mycpa.cpa.state.tx.us/coa/search.do>.

### Be able to provide the professionals listed in Section 1.1. in all, some or one of DFPS Region 3.

### Comply with Insurance requirements in Section I (H) of Uniform Terms & Conditions (See Section 1.7.2) and Section 2.12.

## Open Enrollment Application Contract Documents

### The Applicant, if awarded a Contract for this Open Enrollment, will be referred to as a “Contractor,” and agrees to comply with this Open Enrollment and the Parties will execute a Contract that is prepared by DFPS.

### The Contractor will comply with the Open Enrollment HHS0016254 and the DFPS Uniform Terms and Conditions at [Forms for Contracting with DFPS](https://www.dfps.texas.gov/Doing_Business/forms.asp).

### The Contract Term will begin on the date the Contract when it is fully executed or on September 1, 2025, whichever is later, and will end on August 31, 2030.

## Delegation of DFPS Authority. State and federal laws generally limit DFPS’ ability to delegate certain decisions and functions to a Contractor, including but not limited to policy-making and final decision-making authorities on the acceptance or rejection of services provided under a Contract.

# STATEMENT OF WORK

## Purpose. The Contractor will provide DFPS APS clients the professionals listed in Section 1.1 in Region 3 that meets the requirements of Section 2.

##

## APS Client Characteristics. DFPS will refer clients in an open APS case that are the alleged victims of physical and/or sexual abuse, medical, mental or physical neglect, or financial exploitation and are:

### Age 65 or older;

### Age 18-64 or an emancipated minor with mental, physical, or developmental disabilities that substantially impairs the ability to live independently or provide for their own self-care or protection;

### Determined to be in a state of abuse, neglect, or financial exploitation;

### Have questionable capacity to consent;

### Refuse to make adjustments to eliminate continued financial exploitation;

### Refuse to accept assistance to alleviate abuse and/or neglect;

### Have a lack of mental or medical care for a long period due to:

* 1. No connection with a health care system or provider;
	2. Inability to see his or her own licensed healthcare provider in a timely way because of scheduling difficulties or licensed healthcare providers being unavailable; or
	3. Reluctance to leave home to visit a doctor's office, clinic, or hospital.

### People suffering from a negligent act or omission; or

### Possible misdiagnosis, over-medication, or inadequate care by an individual responsible for providing services.

## Service Authorization and Referral Process.

### DFPS Staff will authorize services by sending a Service Authorization (Form 2311) prior to the Contractor providing services.

### DFPS can verbally authorize this service and DFPS will send the Service Authorization on the next business day.

### Contractor will provide the services as indicated on the Service Authorization. DFPS will provide any case specific instructions in it.

### Contractor must document the time and date that the Contractor received the Service Authorization by either:

### Maintaining the email;

### If not sent by email, the time and date stamp; or

1. If verbal request, documentation of the verbal request with date and time received.

### Unless indicated otherwise on the Service Authorization, services will be provided in the client’s home. Travel to and from the service location site is not reimbursed.

## **Mental Health Assessments.** After a Face-to-Face Interview, the Contractor’s professional will conduct, document, and submit a complete written assessment that is sufficient to respond to the client’s issues that the professional is assessing and substantiates their conclusions.

### **Face-to-Face Interview.** May include a clinical interview, an assessment of their medical history, a mental status exam, or treatment recommendations. The professional’s assessment must include the following or if not applicable, indicate such:

### Date the Service Authorization was received;

* + - 1. Date with the start and end time;
			2. Location;
			3. Description of the client’s current and historical medical and/or mental condition;
			4. Name of the tests that were performed as deemed necessary by the professional or specified by DFPS Staff, which includes the following:
	1. Memory Assessment;
	2. Mood Assessment;
	3. Mobility Assessment;
	4. Medication Review; or
	5. Medical history.
		+ 1. Interpretation of the test (see Subsection E above) with a narrative description of the test’s findings;
			2. If applicable, recommendations for further testing or treatment that includes an explanation as to why it should be performed;
			3. Whether the client has capacity to consent to the assessment and/or testing;
			4. Name and credentials of each professional involved in the preparation, administration, and interpretation of assessment and/or test;
			5. Exhibit B (See Section 2.4.2), if applicable; and
			6. Signature and date the professional completed all parts of the assessment.

### **Exhibit B for Emergency Order for Protective Services.**

### The professional, as required by DFPS in the Service Authorization, will complete the Exhibit B provided to them by DFPS, prior to seeking an emergency order for protective services to protect a client in a life-threatening, emergency when the client appears to be unable or unwilling to give consent.

### Indicate whether the client lacks the capacity to consent to or refuse services.

### DFPS Staff will only request a professional to complete an Exhibit B before seeking an emergency order for protective services and an assessment under Section 2.4.1 is conducted.

###

## Missed or Declined Appointments

### Missed and declined appointments are when time agreed to by the Contractor and the client is attempted but is unable to be completed because the client’s decline of services, uncooperativeness, inability to participate at the scheduled time, or the client nor being present.

### It is possible that the client may not be able to provide access to the home or location immediately upon the service professional arriving at the home or location. The professional is required to wait 15 minutes at the home or location before they can depart and bill DFPS for a missed appointment.

### The actual time waiting (not to exceed 15 minutes) and the time spent face to face conducting the Assessment is billable if it does not exceed the three-hour limit per assessment.

### The Contractor will notify the APS Specialist in writing within 24 hours of the missed or declined appointment. The report documentation requirements are as follows:

* + - 1. The circumstances that resulted in the inability to conduct the assessment,
			2. The location, date, and time of the scheduled appointment;
			3. The time of arrival and departure from the location of the scheduled appointment;
			4. The signature, credential and date indicated by the professional who attempted the assessment; and
			5. Method, date, and time notification sent to DFPS Staff.

## Cancelled Appointments. Appointments are considered canceled when DFPS Staff have notified the Contractor either by phone or email at least 24 hours prior to the appointment time.

### Contractor must document notifications of cancellation by APS Specialist in the client file.

### Cancellations without 24-hour notification will be reimbursable.

## Court Services. When required by DFPS, the Contractor will provide expert services in court cases or proceedings that includes but is not limited to providing testimony in court or a deposition related to services provided under a Contract with DFPS.

## Deadline to Deliver Services. As indicated on the Service Authorization, the Contractor must complete the assessment by the following deadlines.

### **Assessment**. The Contractor must submit the assessment within seven business days of receiving the Service Authorization.

### **Expedited Assessment**. The Contractor will work closely with the APS Specialist when an Expedited Assessment is required, and it may include:

* + - 1. Completion of a written opinion regarding capacity and recommendation for necessary treatment or testing that is due immediately and while the professional is on-site; or
			2. Completion of an Exhibit B within one business day. The Contractor will complete the written assessment as provided above in Section 2.4.1.

## Contractor’s Professionals.

### The Contractor is required to provide the professionals indicated in their contract and they must meet the following requirements:

* + - 1. Licensed and credentialed to provide the services in the Contractor’s contract in the State of Texas;
			2. Be in good standing with professional’s applicable licensing agency;
			3. Be on-time for scheduled appointments;
			4. Be unaccompanied at time of providing services; and
			5. Provide the client their complete attention during the time of the assessment or services as required by DFPS.

### DFPS has the right to approve and/or terminate a Contractor’s professional from providing services.

### **Client Record Documentation Requirements.** In compliance with Section II of the DFPS Vendor Uniform Terms and Conditions (see Section 1.7.2), the Contractor must maintain individual client files that include the following if applicable to the client:

### Service Authorization (DFPS Form 2311) and date and time it was received;

### Completed Assessment;

### Exhibit B if applicable;

### Documentation of any incidents of missed, canceled, or declined appointments and documentation of the notification to the APS Specialist; and

### Court Services.

## Contractor Requirements. The Contractor will comply with the following.

### Background Check requirements for all staff and professionals as required by Section VII(C) in the DFPS Vendor Uniform Terms and Conditions (See Section 1.7.2).

### Subcontractor requirements in Section VII(T) in the DFPS Vendor Uniform Terms and Conditions (See Section 1.7.2) and submit at time of contract execution, their subcontractor policies and procedures that follow PCS-107.

### At time of contract execution and on an annual basis, a list of all professionals providing services. As additional professionals are added, Contractor will provide documentation that they meet licensure and credentialing requirements and comply with the Background Check Requirements (see Section 2.10.1).

### Maintain all staff and professional staff records in accordance with Section II of the DFPS Vendor Uniform Terms and Conditions.

## Insurance.

### The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the following requirements and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.

1. Commercial General Liability - $2,000,000 per occurrence and $2,000,000 for aggregate;
2. Commercial Crime Policy with a 3rd Party Employee Dishonesty or “Client Property” endorsement - $25,000. Business entities with no employees are not required to obtain Commercial Crime insurance.
3. Professional Liability - $2,000,000 per occurrence and $2,000,000 for aggregate.

### This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes “B” or higher by A.M. Best, as applicable. An insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.

### Contractor will obtain a Certificate of Insurance or equivalent documentation (Insurance Document) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 2.11.1 above. The Certificate of Insurance must be issued to DFPS or designate DFPS as the Certificate Holder. The Contractor will provide this Insurance Document to DFPS prior to Contract execution.

### The Contractor’s insurance coverage required by this Section is renewed, no longer current or there is a material change to the Insurance Document, then the Contractor will provide DFPS with a current Insurance Document. Furthermore, the Contractor agrees to provide this Insurance Document to DFPS in a manner that ensures DFPS always has a current Insurance Document on file and will provide additional or requested documentation at any time to DFPS.

### When an equivalent insurance coverage or Self-Insurance Plan is submitted to satisfy the DFPS insurance requirements in Subsection 2.11.1 above, DFPS may request that additional information be provided by Contractor or Contractor's insurance company or equivalent provider.

### DFPS has the sole discretion to determine whether an Insurance Document provided to DFPS will be accepted as documentation that the Contractor has met this Section’s requirements.

### DFPS may require the Contractor to provide any additional documentation to meet the requirements of this Section. DFPS may request that the Contractor permit DFPS to contact Contractor’s insurance company or equivalent provider directly. The Contractor will provide any documents required by DFPS under this Section without additional expense or delay.

## Contract Special Conditions. The Contractor will comply with the following requirements.

### **Remedies**. In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following.

### **Corrective Action Plan (CAP)**. DFPS will provide the Contractor with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.

### Contractor must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval.

### Upon receipt of DFPS’s approval, the Contractor must implement and maintain compliance with the requirements of the CAP.

1. **Suspension**. DFPS may suspend or remove all or any part of the Contract.
2. **Removal of Staff.** DFPS reserves the right to require Contractor to remove any professional, employee, volunteer, or agent of the Contractor or any subcontractor from the provision of services under this contract or to prohibit any professional, employee, volunteer, or agent of the Contractor or any subcontractor from having direct contact with DFPS referred clients or client records.

### **Termination and End of Contract Term**. In addition to the requirements in the Section VI of the Uniform Terms and Conditions (see Section 1.7.2), the following will apply.

### At the end of the Contract term or other contract termination, the Contractor will, in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services.

### In the event this is not possible to continue to provide services at the end of expiration of the Contract, the Contractor and DFPS will work together to ensure that services are continued or transitioned in accordance all terms and conditions of this Contract.

### After being notified by DFPS, the Contractor will continue to provide authorized services after the date of Contract termination or Contract expiration in accordance with this Contract.

# COMPENSATION

## Method of Payment. Payment will be a Fee-for-Service based on unit rates and are documented in the contract executed by the Parties.

## Payment Requirements.

## Assessment and Court Services. The unit rate is hourly, billed at 15-minute increments. The maximum number of units that can be claimed for a complete assessment is three hours.

## Missed, Declined or Canceled Appointments. This is a flat fee.

1. Cancelled appointments are ones that are cancelled without a 24-hour notice.
2. The professional must remain on site for 15 minutes before it can be considered a missed appointment.

## Contractor must not submit claims for the following, as it may result in nonpayment or recoupment by DFPS of payments made to the Contractor:

1. Services or Service Type not provided;
2. Time required for travel to and from site of service delivery;
3. Any non-billable service such as:
4. Services delivered in excess or inconsistent (frequency and limits) that is authorized in the Service Authorization (Form 2311);
5. Services delivered in a licensed facility, if the facility is required by the license to provide those services that are duplicative;
6. Services or tasks that duplicate any services or tasks provided to the Client by another source.
7. Services delivered by a professional that does not meet the requirements of this Open Enrollment not meeting the minimum qualifications;
8. Any service not supported by documentation in the client’s record, such as notations of the session’s start and end times, location, full dates, or signature of the professional.

## Unit Rate. Payment is based on a unit rate for each “unit of service." The time and expense of travel to and from the site of service delivery or court related services are included in the unit rate. DFPS is not obligated to pay more than this rate for services delivered. Professionals will be paid at the following rates:

* + 1. **Licensed Professional Counselor**
1. $150 per hour for Face-to-Face Assessment and Court Services
2. $75 flat fee for Missed, Canceled and Declined Appointments

3.3.2 **Licensed Clinical Social Worker**

1. 175 per hour for Face-to-Face Assessment and Court Services
2. $87.50 flat fee for Missed, Canceled and Declined Appointments

3.3.3 **Psychologist**

1. $200 per hour for Face-to-Face Assessment and Court Services
2. $100 flat fee for Missed, Canceled and Declined Appointments

## Invoices. No payment will be made without the submission of correct invoices that comply with Texas Government Code 2251 (Texas Prompt Payment Act). Invoices must be received at the designated DFPS Regional email box.

### **Invoicing Process and Instructions.**

1. The Contractor will submit to DFPS a total bill each month in the format required by DFPS to the Regional email box and will accept payment in full the contracted unit rate.
2. Invoices must be developed specific to the month of service and includes a completed and signed and dated Pre-bill For Delivered Services Report, Purchase Voucher (Form 4116), when applicable a Delivered Services Input (Form 2016) and any other supporting documentation requested by DFPS.
3. For Court Related Services, the Contractor must include:
4. Location, date, and time of the service;
5. Time of arrival and departure from the location where services were provided; and
6. Name and credential of the professional who testified.

### **Pre-Bill**

* + - 1. Each month, The Contractor will receive a DFPS pre-bill. This report lists all authorizations active during the previous month of service (applicable month shown in the upper right corner).
			2. The Contractor will enter the following information on the pre-bill next to the name of each client that received services:
1. Appropriate Rate for type of service provided (refer to Fee Schedule) NOTE: If the client is listed more than once on the pre-bill, make the entry on the line consistent with the begin/end dates that cover the dates of service being billed;
2. Quantity (# of units provided: Assessments - not to exceed 3 units, claimed in quarter unit increments;
3. Court Related Services - actual # of hours spent testifying or waiting to testify, in quarter unit increments; 1 unit for missed/declined/applicable cancelled appointments);
4. Fee Paid (leave blank); and
5. Amount: (total of “Applicable Rate” x “Quantity”)

### **Voucher.** The Contractor must complete State of Texas Purchase Voucher, Form 4116X by entering:

1. Service Month and Year (#11),
2. Total Amount being claimed (#8 & #16), and
3. Name and Phone Number of person that is prepared the billing (#17).

### **Supplemental Claims.** Claims for services provided in a prior month and not yet billed or for Clients who received services, but the name does not appear on the pre-bill.

* + - 1. The Contractor follows the process for submitting a supplemental claim.
			2. The Contractor completes a Form 4116X see above, attaches a copy of the Form 2311 for each service being claimed, and completes a Delivered Services Input (Form 2016) entering the following information:
1. Service Month/Year (in upper right);
2. Client Last Name;
3. Client First Name;
4. Client Number (Same as Person I.D. on Form 2311);
5. Service Code;
6. Applicable Rate (From Fee Schedule);
7. Quantity (# of units provided: Assessments - not to exceed 3 units, claimed in quarter unit increments; Court Related Services - actual # of hours spent testifying or waiting to testify, in quarter unit increments; 1 unit for missed/declined/applicable cancelled appointments);
8. Amount (total of “Applicable Rate” x “Quantity”)
9. County;
10. Service Authorization Begin Date; and
11. Service Authorization Term Date.

### **Due Date.** Invoices must be received at the designated DFPS Regional email box. Failure to submit invoices on time may be considered a contract compliance issue and may result in contract action up to terminating the contract. The Contractor must submit the following signed forms electronically and date by the 15th of the month following the month of service delivery:

* + - 1. Form 4116X (sign in box labeled “Provider Certification”);
			2. Pre-bill (sign and date last page); and
			3. When a supplemental is necessary, the Form 2016 (sign and date bottom of page).

### **Provider Statement**

### The Contractor will receive a Provider Statement that identifies each client and the applicable service and dollar amount paid by DFPS for each specific payment issued to The Contractor. The Contractor is encouraged to review the following information on the Provider Statement to reconcile their claim:

* + - 1. “Invoice Number” on Pre-bill (in the upper right corner); and
			2. The services claimed and compensated.

### Contractor must include the following documentation to DFPS when billing for the provision of Court Related Services:

* + - 1. The location, date, and time of the service;
			2. The time of arrival and departure from the location where services were provided;
			3. The name and credential of the professional who testified.

### The following claims will be subject to non-payment or collection if payment has already been made:

* + - 1. Service types not authorized;
			2. Services delivered by a person not meeting the minimum qualifications;
			3. Service claims that exceed the number of units) or fall outside the timeframes specified on the Service Authorization;
			4. Services claimed and not provided;
			5. Services claimed without adequate supporting documentation; and
			6. Contractor must follow any case specific instruction provided in the comments section of the Service Authorization.

# APPLICATION SUBMISSION & SCREENING

## Open Enrollment Cancellation or Non-Award. At its sole discretion, DFPS may cancel this Open Enrollment or make no contract awards.

## Joint Applications. DFPS will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## Withdrawal of Applications. Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the DFPS Point of Contact in Subsection 1.2.

## Application Submission Instructions. Applicant will submit the Open Enrollment Application and Required Forms (see Section 5 ) to Point of Contact (See Section 1.2).

## Organization of Electronic Submission of Application. Applicant must organize the signed and scanned Application as provided for in Appendix B (see Section 5, Package 2). The electronic copy of the Application packet must include all folders with the documents in the order listed in Appendix B

## Costs Incurred. Applicants understand that issuance of this Open Enrollment in no way constitutes a commitment by DFPS to award a Contract or to pay any costs incurred by an Applicant in the preparation of an application to this Open Enrollment. DFPS is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, Contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## Screening. DFPS will perform an initial screening of all Applications received to ensure that they meet minimum requirements. If minimum requirements are met, the Application will be assigned a contract manager to begin the contract process.

## Additional Information. By applying, the Applicant grants DFPS the right to obtain information from any lawful source regarding the Applicant, its directors, officers, and employees:

### Past business history, practices, and conduct;

### Ability to provide the services to meet the needs of the clients for whom the services are being purchased;

### Indicators of probable Contractor performance under the contract such as past Contractor performance, the Contractor's financial resources, ability to perform, and the Contractor's experience and responsibility.

## Debriefing. Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the DFPS Point of Contact in Section 1.2. The debriefing provides information to the Applicant on the strengths and weaknesses of their Application.

# APPLICATION ATTACHMENT

The required Application and Forms to apply for this Open Enrollment are posted as provided for in Section 1.3).