



S. Muth, Commissioner

Adult Protective Services

Open Enrollment

For

**Personal Assistance Care (PAC)**

**Enrollment Number: HHS0004774**

Open Enrollment Period Begins on May 1, 2019

Open Enrollment Period Closes on May 1, 2024

NIGP Class/Item Code:

952-08-Assisted Living Services

Addendum #8: July 24, 2023

Addendum #7: July 1, 2022

Addendum #6: September 15, 2021

Addendum #5: June 26, 2020

Addendum #4: May 1, 2020

Addendum #3: January 2, 2020

Addendum #2: July 19, 2019

Addendum #1: May 29, 2019

# 1. 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 this Open Enrollment and seeks to enter into contracts with qualified Applicants to provide Personal Assistance Care (PAC) services to DFPS clients in the State of Texas in DFPS Regions 1, 2, 7, 8, 9 and 10 (see DFPS Region map at <https://www.dfps.state.tx.us/Contact_Us/map.asp>).

## Point of Contact

The sole point of contact for questions and communications for this Open Enrollment is [region12apscontracts@dfps.texas.gov](mailto:region12apscontracts@dfps.texas.govs).

## Open Enrollment ESBD and HHS Enrollment Posting, Amendments and Announcements

### HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the Electronic State Business Daily (ESBD) and HHS Enrollment site at

[ESBD](http://www.txsmartbuy.com/sp); and

[HHS Enrollment](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 ESBD and HHS Enrollment site by HHSC PCS.

### It is the responsibility of the potential Applicant to check the ESBD and 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 ESBD and 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 | May 1, 2019 |
| Open Enrollment Period Closes | May 1, 2024 |
| Anticipated Contract Start Date | Upon Execution |

### 1.4.1 Adjustments to the Open Enrollment’s Dates, Regions and Service Areas

### DFPS may adjust the closing date for this Open Enrollment for the entire State, a specific Region, or a specific service delivery area within a Region to meet DFPS and its clients’ needs.

Furthermore, DFPS may re-open this Open Enrollment, the enrollment period for a specific Region, or for a specific service delivery area within a Region to meet DFPS and its clients’ needs.

All Adjustments to this Open Enrollment will be posted on the ESBD or HHS Open Enrollment site (See Section 1.3).

## Open Enrollment Background

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

1.5.2 **APS Mission**. The mission of APS is to protect older adults and persons with disabilities from abuse, neglect, and exploitation by investigating and providing or arranging for services, as needed, to stop or prevent further harm.

## Eligible Applicants.

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

1.6.1 Submit a PAC Open Enrollment Application, Attachments and Required Forms at <http://www.txsmartbuy.com/esbddetails/view/HHS0004774>.

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

1.6.3 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>.

1.6.4 Be licensed as a Home and Community Support Services Agency (HCSSA) with the Personal Assistance Services Category of license by HHSC and have a HHSC contract to provide Primary Home Care (PHC) services in accordance with Licensing Standards. Texas Administrative Code (TAC) Rules regarding minimum standards for HCSSA in Subchapter C in Chapter 558 at <https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=26&pt=1&ch=558&sch=C>.

1.6.5 Accept the requirements of this Open Enrollment.

1.6.6 DFPS Regions/Service Delivery Areas.

a. DFPS will be accepting applications in Regions 1, 2, 7, 8, 9, and 10; for DFPS Regions’ map, see <https://www.dfps.state.tx.us/Contact_Us/map.asp>.

b. Applicants will indicate on their Application (See Section 5) the Service Delivery Area within DFPS Regions that they are applying to provide PAC services. This is limited to no more than the service areas licensed and contracted for as identified in HHSC PHC contract.

c. DFPS may adjust the Service Delivery Area at any time to meet the needs of clients.

1.6.7 Comply with the Insurance Requirements in Section I (H) of Uniform Terms & Conditions in Section 1.7.2 and Section 2.11 of this Open Enrollment.

## Open Enrollment 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.

### 1.7.2 The Contractor will comply with the Open Enrollment HHS0004774 and the DFPS Uniform Terms and Conditions at <https://www.dfps.state.tx.us/Application/Forms/showFile.aspx?Name=5645V.docx>.

1.7.3 The Contract Term will begin on the date the Contract is fully executed or on September 1, 2019, whichever is later, and will end on May 1, 2024.

## Delegation of DFPS Authority.

## State and federal laws generally limit DFPS’s 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.

**1.9** **Texas Public Information Act**

Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and [Government Code Chapter 552](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

If an Applicant claims that information contained in any materials submitted to DFPS is exempt from required public disclosure under the Act, the Applicant must clearly identify such information and the applicable exemptions in the Act and explain in detail why such exemption is applicable.

For information concerning the application of the Act’s provisions to Applicant's Application and proprietary information, Applicants may consult the following:

Attorney General’s website:

<http://www.oag.state.tx.us>

<http://www.oag.state.tx.us/open/index.shtml>

Public Information Handbook:

<https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf>

**1.10** **Use of Ideas by the State of Texas**

DFPS reserves the right to use any and all ideas presented in an Application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application. An Applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that are known to DFPS before the submission of the application, are in the public domain through no fault of DFPS or become properly known to DFPS after application submission through other sources or through acceptance of the application.

## 1.11 Copyright Restrictions

DFPS will not consider any Application that bears a copyright.

# 2. STATEMENT OF WORK

**2.1** **PAC Need for Services.**

DFPS seeks to contract with qualified Applicants to purchase PAC services for DFPS clients who are functionally limited in performing Activities of Daily Living (ADL).

### PAC services will enable the clients to engage in ADLs or perform the necessary functions for independent living with the goal of further preventing or alleviating abuse, neglect, or financial exploitation and reducing the risk of recidivism.

### **2.2** **Eligible Client Population and Characteristics**

### 2.2.1 DFPS purchases services for any person in an open APS case that has difficulty or are unable to perform one or more ADLs that would cause harm to the client if left unassisted.

### 2.2.2 Client characteristics include individuals who 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; and

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

### 2.2.3 Authorization of services will be based on the client's need as determined by the APS caseworker.

### **2.3** **Service Authorization and Referral Process**

### PAC Services are face-to-face, non-skilled and non-technical services provided in a client’s home by an attendant or provider. Escorting, arranging for transportation or accompanying the client may be requested by the caseworker as provided for in the Service Authorization (Form 2311). For the purpose of this Open Enrollment, attendant and provider will be used interchangeably.

### 2.3.1 Client PAC services include:

a. Personal care tasks related to the care of the client’s physical well-being, i.e. bathing, dressing, meal preparation, feeding, exercise, grooming, routine hair or skin care, assistance with self-administered medications, toileting, transfer, and ambulation;

b. Home management tasks that support the client’s health and safety, i.e. cleaning, laundry, shopping; or

c. Escorting, arranging for transportation or accompanying the client to a clinic, doctor’s office, or another location for medical diagnosis treatment.

d. PAC Services requirements are in the:

1. Definitions for Personal Assistance Services and Personal Care in TAC §558.404 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404>.
2. Allowable Tasks in TAC §47.41 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=41>;

3. HHSC Licensing Standards for HCSSA Handbook: <https://texreg.sos.state.tx.us/public/pub_doc_request$chapter.startup?P_CHP_PRT_PART_ID=1&P_CHP_PRT_TTL_TITLE_ID=40&P_6=40&P_7=1&P_1=40&P_3=245118000000&Z_CHK=12007>; and

4. Primary Home Care, Community Attendant Services and Family Care Programs in TAC Chapter 47 at <https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=40&pt=1&ch=47>.

2.3.2 **Determination of Services**

After the Contractor has received the Form 2311, the Contractor’s supervisory staff must conduct an on-site visit in the location where services will be primarily delivered to document the determination of need is in compliance with:

#### Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC §558.404 (f) at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404>; and

b. Pre-Initiation Activities in TAC Title 40 §47.45(a)(1) at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=45>.

2.3.3 **Service Delivery Plan**

a. Supervisory staff must develop and document a Service Delivery Plan in compliance with:

#### Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC §558.404 (f) at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404>; and

1. Pre-Initiation Activities in TAC Title 40 §47.45(a)(1) at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=45>.

b. In addition to these requirements, the Service Delivery Plan given to the client must include a statement that "the Contractor is not responsible for meeting the Client's needs other than tasks allowed under the DFPS Contract and authorized by APS."

**2.4** **Client File and Documentation Requirements**

2.4.1 The Contractor must maintain a client file for each client and it is required to contain the following:

1. Service Authorization (Form 2311);
2. The written Determination of Services assessment conducted by the Supervisor;
3. The client’s written Service Delivery Plan signed by the client and the Supervisor that includes:

1. Authorized PAC services;

2. Authorized total number of weekly PAC Services hours;

3. Frequency of supervisory visits;

4. Consideration of safety concerns; and

5. Confirmation of the status of any applications or eligibility status for HHSC funded services.

d. Documentation to support delivery of services that includes but is not limited to the:

1. Attendant’s name who provided the service;
2. Client name;
3. Specific service delivery period with day, month, and year;
4. PAC services assigned and completed;
5. Units of service delivered with the start and end time;
6. Certification that the attendant delivered the documented tasks; and
7. Signed and dated by the attendant (initials are not acceptable).

2.4.2 Communication between the APS caseworker and Contractor must be documented and maintained in the client file and be:

1. Legible, individualized and complete in detail;
2. Accurately reflect the encounters or required notification; and
3. Entered in the client file within 24 hours.

**2.5 Personnel Records**

Service attendant records must support all applicable Licensing Standards requirements to include training/orientation records. DFPS reserves the right to require additional records as needed and in accordance with TAC Subchapter C in Chapter 47 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=45>.

**2.6 Initiating PAC Services**

2.6.1 Contractor must provide the PAC service(s) within three business days of receipt of the Form 2311. If the Contractor cannot meet this deadline, the Contractor must provide written notification to the APS caseworker identified in the Form 2311 of the reason and maintain documentation of it in the client's record.

2.6.2 If unable to reach the client for any reason, the Contractor must:

1. Document each contact attempt, including the method of contact used; and
2. Contact the APS caseworker within 24 hours requesting alternate or updated client contact information.

2.6.3 If PAC services need to be delivered sooner than the three-business day deadline, then the APS caseworker must document the need in the Form 2311. The Contractor must work closely with DFPS to ensure these services are delivered immediately.

**2.7 Personnel Requirements**

### 2.7.1 **Supervisor**

1. Qualifications. The Contractor must employ a supervisor who meets the requirements for a supervisor in accordance with:
2. Staffing Policies in TAC 26 § 558.245 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=245>; and
3. Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC 26 § 558.404 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404>.
4. Responsibilities
5. To coordinate the delivery of services for clients’ service delivery plans; and
6. Supervise attendants.

2.7.2 **Attendants**

1. Qualifications. The Contractor must employ attendants that meet the requirements in TAC 40 §47.23 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=23>.
2. Orientation Requirement. All attendants must receive orientation on or before the attendant begins to provide services to a client. The orientation requirements are found in:
3. Subchapter C. Minimum Standards for All Home and Community Support Services Agencies in TAC 26 Chapter 558 at <https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=26&pt=1&ch=558&sch=C&div=3&rl=Y>;
4. Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC 26 §558.404 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404>; and
5. Attendant Orientation in TAC 40 §47.25 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=40&pt=1&ch=47&rl=25>.
6. The Contractor must maintain documentation of the orientation and is required to include:
7. Attendant’s name;
8. Date of orientation;
9. Information regarding how the client’s condition affects the performance of tasks;
10. Tasks to be performed;

5. Service schedule;

6. Number of hours of service the attendant is to provide;

7. Total number of hours of service the client is authorized to receive;

8. Safety and emergency procedures, including universal precautions;

9. Requirement about specific situations the attendant must notify their Supervisor; and

10. Signature of the supervisor who conducts the orientation and the attendant who is oriented, and the client, if present.

2.7.3 **Background Checks.**

In addition to the requirements in Section VII (C) of the DFPS Vendor Uniform Terms and Conditions (See 1.7.2), all persons providing services or supervising service providers are to meet the background checks procedures in TAC §558.247 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=247>.

**2.8 Subcontracting**

In addition to the requirements in Section VII (T) of the DFPS Vendor Uniform Terms and Conditions (see Section 1.7.2), the DFPS contract manager will review and provide written notification of acceptance of the Contractor’s subcontracting policies and procedures, background checks procedures and any applicable documents. Background checks procedures are in TAC §558.247 at <https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=247>.

After review and acceptance, DFPS will provide the Contractor Form PCS-107 Subcontracting Review & Acceptance Form. Furthermore, the Contractor is encouraged to use Form PCS-107 as a guide to ensure the policies and procedures comply with their resulting contract prior to submitting their policies, procedures and any applicable documents.

## 2.9 Contract Documentation Retention

The Contractor is responsible for ensuring that documents in this Open Enrollment and resulting Contract are maintained in accordance with Section II of the DFPS Uniform Terms and Conditions (see Section 1.7.2).

## 2.10 Performance Measures

* + 1. **Performance Measure.**

The purpose of this Contract is to enable the clients to engage in Activities of Daily Living (ADL) or perform the necessary functions for independent living with the goal of further preventing or alleviating abuse, neglect, or financial exploitation and reducing the risk of recidivism.

* + 1. **Performance Measure Requirements.**

To report Performance Measures, the Contractor will:

1. Date stamp or otherwise document the date received directly from DFPS on the Service Authorization.
2. Tally the total number of Service Authorizations received during a Performance Period. Each Service Authorization received for each client served is counted that may represent duplication of clients.
3. Tally the total number of Service Authorizations reported that resulted in a Service Delivery Plan being implemented within the required timeframe.
4. Report the Performance Measure data for each Performance Period using the web-based PMET (Performance Management Evaluation Tool) system. An account must be registered in the PMET system following the provision of the first service provided under this contract at <https://www.dfps.state.tx.us/application/PCSPMET>. The PMET User Guide is at <https://www.dfps.state.tx.us/application/PCSPMET/PMET%20User%20Guide.pdf>.
5. Keep all records of Service Authorizations and Service Delivery Plans on file and available to DFPS upon request for the time period specified by DFPS for records maintenance (See Section II (A) of the DFPS Vendor Uniform Terms). The records must be maintained in a manner to allow for the testing of the validity of the results being reported into PMET.

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| --- |
| **Critical Task #1:** Contractor is prompt in responding to the client's need for service(s). |
| **Performance Period**: Contractor performance for this outcome is determined for one or more of the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, and December 1 through February 28/29, March 1 through May 31, June 1 through August 31. |
| **Indicator:** Percentage of Service Delivery Plans implemented within the three-day required timeframe during the Performance Period. |
| **Target**: 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of Service Authorizations (Form 2311) received that resulted in a Service Delivery Plan implementation within the three-day required timeframe during the Performance Period.  Denominator:  The total number of Service Authorizations (Form 2311) received that resulted in a Service Delivery Plan implementation during the Performance Period. |
|  |
| **Quality #1:** Contractor provides valid documentation of services. |
| **Performance Period**: Contractor performance for this outcome is determined for one or more of the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, and December 1 through February 28/29, March 1 through May 31, June 1 through August 31. |
| **Indicator:** Percentage of Service Delivery Plans documented in the client file during the Performance Period. |
| **Target**: 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of Service Delivery Plans documented in the client file during the Performance Period.  Denominator:  The total number of Service Authorizations (Form 2311) received during the Performance Period. |

2.11. **Insurance**

* + 1. 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.

# Commercial General Liability - $300,000 per occurrence and $600,000 for aggregate; and

# 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.

# 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.

* + 1. 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 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.
    2. 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.
    3. When an equivalent insurance coverage or Self-Insurance Plan is submitted to satisfy the DFPS insurance requirements in Subsection 8 below, DFPS may request that additional information be provided by Contractor or Contractor's insurance company or equivalent provider.
    4. 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.

2.11.7 **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. In addition to the DFPS Uniform Terms and Conditions, the Contractor agrees to comply with the following DFPS Contract Special Conditions.

2.12.1  **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 employee, volunteer, or agent of the Contractor or any subcontractor from the provision of services under this contract or to prohibit any employee, volunteer, or agent of the Contractor or any subcontractor from having direct contact with DFPS referred clients or client records.
   * 1. 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.
3. 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.
4. 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.
5. 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.

**3. UTILIZATION AND COMPENSATION**

**3.1 Service Utilization**

### 3.1.1 DFPS does not guarantee any minimum level of utilization or specific number of referrals. Actual utilizations will vary according to the needs of DFPS, individual clients and DFPS budgetary allocations.

### 3.1.2 A referral for services will be made that best meets the client's needs. Actual referral is at the discretion of DFPS.

**3.2 Method of Payment**

Contractor will be paid at a unit rate of $20.00 per hour for face-to-face service claimed in 15-minute increments of service delivery time. DFPS is not obligated to pay more than this rate for services delivered.

**3.3 Billing Requirements**

3.3.1 Contractor agrees to comply with all DFPS fiscal and billing requirements.

3.3.2 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 Form 2311;
5. Services delivered in a licensed facility, if the facility is required by the license to provide those services; or
6. Services or tasks that duplicate any services or tasks provided to the Client by another source.
7. Services delivered by an attendant not meeting the minimum qualifications;
8. A billable 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 performing attendant.

**3.4 Invoicing Process and Instructions**.

The Contractor will scan and email to DFPS a total bill each month specific to the month of service to the DFPS Contract Manager regional email box. The Contractor must submit the following forms with original signature and date by the 15th of the month following the month of service delivery. A Contractor’s failure to submit invoices on time may be considered by DFPS as a contract compliance issue and in evaluating whether to renew or terminate the contract.

3.4.1 **Pre-Bill.** Each month, the Contractor will receive a DFPS Pre-Bill that lists all service authorizations active during the previous month of service. The Contractor will enter the following information on the Pre-Bill next to the name of each client that received services and include the:

* 1. Rate of service. 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 (number of units provided);
  3. Fee Paid (leave blank);
  4. Amount (total of “Rate” x “Quantity [# of units provided]”); and
  5. Attach the attendant time sheets to support the number of units being claimed.

3.4.2 **Voucher (Form 4116X)**

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

1. Service Month and Year (#19);
2. Total Amount being claimed (#13 & #23); and
3. Name and Phone Number of person that prepared the billing (#24).
   * 1. 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 the will complete Form 4116X see above, attaches a copy of the Form 2311 for each service being claimed, submits applicable attendant time sheets, 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. Unit Rate (See Section 3.2);
7. Quantity (number of units provided);
8. Amount (total of “Rate “x “Quantity [number of units provided]”)
9. County; and
10. Form 2311 Start and End dates.

3.4.4 **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 compensation.

To view payments made to your Financial Institution for direct deposit or warrants issued proceed to the Texas Comptroller of Public Accounts website: <https://fmx.cpa.texas.gov/fm/pubs/payment/pay_pro_pol/index.php?s=ppp_intro&p=ppp_intro>.

1. 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 PAC Open Enrollment Application, Attachments and Required Forms (See Section 5) to Point of Contract (See Section 1.2).

## Organization of Electronic Submission of Application (See Open Enrollment Posting).

## Applicant must organize its scanned and signed Application as provided for in its Appendix B. Each electronic copy of the Application packet must include all folders with the respective listed documents included and the documents must be in order and numbered and labeled accordingly.

## 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 submitting an Application, 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.

# 5. APPLICATION ATTACHMENT

The required Application and Forms to apply for this Open Enrollment is located with the Open Enrollment and are located on the HHS Enrollment or ESBD Sites (see Section 1.3).