



Stephanie Muth, Commissioner

Open Enrollment

For

**Evaluation and Treatment Services**

**Enrollment Number: HHS0009678**

Enrollment Period Opens: April 25, 2021

Enrollment Period Closes: August 31, 2026

NIGP Class/Item Code:

948-76 952-67

952-17 952-21

961-46 952-54

961-50 952-59

961-75

**Addendum #4 – April 1, 2025**

**Addendum #2 – July 1, 2021**

**Addendum #1 – June 17, 2021**

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# GENERAL INFORMATION

* 1. **Introduction.** The Health and Human Services Commission (HHSC) on behalf of the Department of Family and Protective Services (DFPS or Department) Child Protective Services (CPS) is issuing this Open Enrollment to enter into contracts with qualified Applicants for Evaluation and Treatment Services.
  2. **Point of Contact.** The sole point of contact for questions and communications for this Open Enrollment is Delayne Williams at [delayne.williams@dfps.texas.gov](mailto:delayne.williams@dfps.texas.gov).
  3. **Open Enrollment HHS and ESBD 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 HHS Enrollment and Electronic State Business Daily (ESBD) site at:

[HHS Enrollment](file:///C:\Users\willial6\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\BHVFUC3W\HHS%20Enrollment) (<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>)

[ESBD](https://apps.hhs.texas.gov/PCS/HHS0000071/ESBD) (<http://www.txsmartbuy.com/sp>)

* + 1. 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 and ESBD site by HHSC PCS.
    2. It is the responsibility of the potential Applicant to check the HHS Enrollment and ESBD 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 and ESBD 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.
  1. **Open Enrollment Schedule**

| **Table 1 - Procurement Schedule** | |
| --- | --- |
| Open Enrollment Period Opens | ***April 25, 2021*** |
| Open Enrollment Period Closes | ***August 31, 2026*** |
| Anticipated Contract Start Date | ***No earlier than September 1, 2021*** |

* + 1. DFPS may adjust the closing date for this Open Enrollment for a specific Region to meet DFPS’ and its clients’ needs. Furthermore, DFPS may re-open this Open Enrollment and the enrollment period, to add a specific Region to meet DFPS’ needs.
    2. All Adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (See Section 1.3).
  1. **Open Enrollment Background** 
     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 CPS Purpose.** The purpose of the Child Protective Services (CPS) Program is to keep children safe while partnering with parents and other family members, the community, and our providers to achieve permanency and improve child well-being.

* 1. **Eligible Applicants.** To be eligible to receive a Contract award through this Open Enrollment, Applicants must comply with the following:
     1. Submit an Evaluation and Treatment Services Application and Required Forms (See Section 5.1).
     2. Not be debarred from receiving any federal or state funds at the time of the Contract award.
     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. Accept the requirements of this Open Enrollment by executing the Application in Section 5.1.
  1. **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, the Evaluation and Treatment Services Contract executed between the Parties, DFPS Vendor Uniform Terms and Conditions, and DFPS Vendor Supplemental and Special Conditions for Regional Contracts, which are located on the DFPS public website, Doing Business With DFPS, Contracting Forms: <https://www.dfps.state.tx.us/Doing_Business/forms.asp>

* + 1. If awarded a Contract, the Applicant will execute an Evaluation and Treatment Services Contract prepared by DFPS.
    2. The Contract term will begin no sooner than September 1, 2021 and will end on August 31, 2026.
  1. **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.
  2. **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. **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. **Copyright Restrictions.** DFPS will not consider any application that bears a copyright.

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# STATEMENT OF WORK

## DFPS Mission

The mission of DFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities.

## Program Purpose

The purpose of the Child Protective Services (CPS) Program is to keep children safe and practice in a way that ensures safety, permanency and well-being for the children and youth we serve. CPS focuses on children and their families and seeks active involvement of the children’s parents and other family members, and the community to solve problems that lead to abuse or neglect. The objectives of CPS are to:

#### Prevent further harm to children and to keep children with their families when possible;

#### Provide permanence for children in substitute care by resolving danger or enhancing parental protective factors and returning children to their families;

#### Provide permanence for children who cannot return to their families.

## Contract Goals and Objectives

DFPS seeks to Contract with qualified providers for Evaluation and Treatment Services to assist CPS in achieving program purpose and objectives.

#### **Contract Goals**

#### Provide Evaluation and Treatment Services to families and caregivers who DFPS has identified as being at risk for child abuse and neglect or are in DFPS conservatorship in order to enhance protective factors in the family and prevent child maltreatment.

#### Aid children in the development of skills to manage and overcome trauma resulting from incidents of abuse or neglect.

#### **Contract Objectives**

#### Assess the parental actions of parents/caregivers to provide clinically guided behavioral health care services to overcome trauma, re-establish healthy relationships, and to ensure child safety and basic and developmental needs are met.

#### Provide clinically guided behavioral health care services that address parent/caregiver actions that are imperative to child safety and the developmental/emotional needs of children.

#### Provide clinically guided behavioral health care services to aid children and youth toward developing skills to overcome trauma and re-establish healthy relationships with parents/caregivers and others (siblings, other relatives, teachers, etc.).

## Contracted Evaluation and Treatment Services

DFPS purchases the following direct client services to meet the individual need for evaluation and treatment.

#### **Evaluation Services**

#### Psychosocial Assessment (A psychosocial assessment is required in order to provide treatment services.)

#### Psychological Services (Evaluation & Testing)

#### **Treatment Services**

#### Individual Counseling

#### Group Counseling

#### Family Counseling

#### **Support Services (Required at DFPS Request)**

#### Court Related Services

#### Diagnostic Consultation

#### Translator and Interpreter Services

## Service Delivery Areas

#### The open enrollment for Evaluation and Treatment Services is released on a statewide basis; however, contracts are awarded on a regional basis. The Contract is for the DFPS Regions which can be located in Package 2 Application and Required Forms. Some regions are further divided into specific service delivery areas referred to as catchment areas.

#### The Contractor must provide services within the contracted service delivery area selected when properly authorized and as requested by DFPS.

#### Service hours must be flexible and include afternoon, evening, and weekend hours to accommodate working clients. The Contractor must accommodate school age children by scheduling services at times that do not interfere with school attendance and participation in school activities, preferably outside of school hours. See Package 2 Application and Required Forms.

The Contractor must coordinate a therapeutic location for services.

#### Services provided outside of the Contractor's location must be requested and approved in writing by the CPS caseworker as documented in the Comments Section of the Valid Service Authorization, Form 2054 (Form 2054), in referral information received from the CPS caseworker, or email, etcetera. Alternate acceptable and billable locations are as follows:

#### **In-office services** consist of services provided in the Contractor’s office or satellite office, as applicable.

#### **Out-of-office services** consist of services delivered in a location other than the Contractor's primary or satellite office or the client's home.

#### **Home-based services** consist of services provided in the client's home.

#### **Telehealth services** consist of services provided that involve direct face-to-face interactive video communication between the client and the provider. In order to provide telehealth services, the **Contractor must also provide either In-Office, Out-of-Office, or Home-based services in the same region(s) and counties in which they are electing to provide telehealth services.**

#### Contractor must provide telehealth services in compliance with standards established by the respective licensing or certifying board of the professional providing the services.

#### **Telephone conversations, chart reviews, electronic mail messages, and fax transmissions alone do not constitute a telehealth interactive video service and DFPS will not reimburse such as telehealth services**.

#### The audio/visual fidelity and clarity and field of view of the telehealth service must be functionally equivalent to an evaluation performed on a client when the provider and client are both at the same physical location.

#### Telehealth services are reimbursed at the same rate as In-Office services. See Fee Tables in Section 3.3.2 Fee Schedules.

## Eligible Population

#### Contractor must provide services must to individuals and families (clients) referred directly by CPS staff.

#### Clients referenced in this document include:

#### Children, youth, parents, or caregivers involved in an open CPS case (does not include contracted placements);

#### Children not served under the foster care Medicaid model (Star Health); and

#### Involuntary clients.

## Client Characteristics

Contractor must be prepared to serve individuals with characteristics including, but not limited to the following.

#### Children with behavioral or emotional problems due to abuse or neglect;

#### Children who need help adjusting to separation from parents, family, siblings, community, or need help adjusting to returning to parents after any placement outside the home or in paid foster care; or

#### Parents or caregivers who are responsible for the care of abused and neglected children and need these services as a means of preventing future abuse or neglect.

## Service Authorization and Referral Process

CPS will refer Clients who receive services under this contract through a Service Authorization (Form 2054), whether services are billable to DFPS or Texas Medicaid (including Traditional Fee-for-Service or a Medicaid Managed Care Organization).

#### **Authorization Form**

#### Only services authorized on a Valid Service Authorization, Form 2054 may be billed (see Glossary for additional information).

**A current Form 2054 and Referral Form K-903-2036 must be received prior to services being rendered**.

#### Contractor must maintain Form 2054 authorizing the service and Referral Form K-903-2036 in each client's record as basis for payment from DFPS.

#### 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 or not having received prior DFPS approval.
3. Service claims that exceed the number of units or fall outside the timeframes specified on Form 2054.
4. Medicaid eligible without an acceptable denial.

#### **Referral Information**

#### Contractor must not provide service without a valid 2054 Service Authorization and Referral Form K-903-2036. Contractor must receive client background information prior to service delivery. Additional background information can be shared in a variety of documents, including but not limited to a child plan, family plan, court report, prior reports, or assessments. Contractor may obtain additional information verbally from the referring CPS caseworker.

#### Contractor must follow any case specific instruction provided in the Comments Section of the Form 2054 or in the referral documents.

#### **Initiating Services**

#### Contractor must make initial contact within 72 hours of receipt of the 2054 and Referral Form K-903-2036. When this timeframe cannot be met, the Contractor must notify the CPS caseworker of reason and maintain documentation in the client's record. This includes, but is not limited to:

1. If a service location, date and time cannot be agreed upon; or
2. If a client is non-cooperative.

#### Contractor must provide the authorized service(s) within ten (10) business days of receipt of the 2054 and Referral Form K-903-2036. When this timeframe cannot be met, the Contractor must notify the CPS caseworker of the reason and maintain documentation in the client's record.

#### It is anticipated that emergencies may occur requiring a need for immediate services. Contractor must work closely with CPS to expedite service delivery as requested, at no additional cost to DFPS or the client.

#### In some cases, the information provided at referral may have changed. If unable to reach the client for any reason, Contractor must do all of the following:

1. document each contact attempt including the method of contact used;
2. contact the CPS caseworker requesting alternate or updated client contact information; and document this request.

## Service Description

Service provision must reflect the communities being served to ensure that services to children and families are culturally and linguistically competent. Service providers must have:

#### A thorough understanding of the individual and family's culture, including traditions and societal norms within the community where they will be receiving services;

#### Adequate language skills to serve the needs of substantially limited-English-speaking communities and also the hearing- and visually-impaired communities; and

#### Contractor must conduct all services with sensitivity to the following areas including, but not limited to:

1. Age
2. Gender
3. Disability
4. Medical/Psychiatric History/Functioning
5. Level of Education
6. Development/Disability Needs

Contractors must fully comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973. Under these laws, Contractors must provide reasonable accommodations to qualified individuals with disabilities, unless doing so would provide undue hardship.

#### **Client Orientation to Services**

Contractor must provide the client with an informational packet in the client's primary or preferred language consisting of the following Contractor information:

1. Description of services offered
2. Hours of operation
3. After hours emergency contact
4. Local community's behavioral health care crisis response information
5. Client's rights, programs rules, and privacy protections
6. Client Orientation Acknowledgement Form 5624
7. The Contractor must ensure that the clients sign and date the completed orientation Form 5624 and files the form in the client file. Form 5624 is available on the DFPS website at the following link.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

## Evaluation Services

Evaluation services are systematic determinations involving an array of methods to aid in the identification of conditions and events that have directly correlated to child safety and risk of abuse and neglect. The primary purpose of evaluation, in addition to gaining insight into the client's history and current functioning, or existing initiatives, is to enable reflection and assist in the identification of future change.

#### **Psychosocial Assessment**

A Psychosocial Assessment is a face-to-face mental health assessment conducted by a clinician with a current and valid license to operate in the state of Texas.

Contractor must generate the psychosocial assessment from the information gathered during the Intake and Initial Assessment and review of referral documents and other documents provided by the CPS caseworker.

The client will initially be referred for a Psychosocial Assessment in order to determine if Treatment or Psychological Services are recommended, and, if so, which services would be beneficial, the frequency, and the duration.

Psychosocial assessments identify cognitive-behavioral issues that interfere with the parental protective actions to provide child/children safety and will include the identification of the cognitive and behavioral effects of child abuse and trauma on the child/children within the family. In addition, the assessments include the identification of interventions needed to meet the child/children's basic and developmental needs; and concerns from the child's perspective that interfere with safety, permanency, well-being and daily activities.

The psychosocial assessment consists of the Intake and Initial Assessment.

1. **Intake**

The **Intake** is completed at the onset of the parent/caregiver/child's first face-to-face meeting with the provider. The intake gathers information pertinent to the parent/caregiver's strengths, diminished protective actions, and concerns. The Contractor's intake procedures and techniques must be sufficient to respond to the presenting issues and provide appropriate substantiation for the resulting conclusions and recommendations used to develop the Treatment Plan.

1. **Required for all Intakes**: The Intake consists of the following information obtained from the client/family:
2. The names of household members and familial relationships with the client;
3. Employer and work hours of household members;
4. Child's name, school/daycare's grade, hours and days of attendance;
5. Each member's Medicaid, if applicable;
6. The age and gender of all household members;
7. The preferred language spoken in the home;
8. The individual/family's cultural and religious affiliations;
9. The issues identified in the CPS client referral form (Form #K-903-2036);
10. The identification of parent and child concerns, what is working well within the family and what needs to happen or change to enhance family functioning;
11. The identification of parent/caregiver strengths, diminished protective capacities and unmet needs of the child;
12. The parent/caregiver perception of family issues and problems directly resulting in their CPS involvement or child in care with CPS;
13. The parent(s)/caregiver(s) willingness to address and problem solve family/parenting issues identified, and other family members they may be able to engage for support;
14. The parent(s)/caregiver(s) safety plan to ensure protection of their child/children from abuse or neglect;
15. The parent(s)/caregiver(s) report on family domestic violence, substance use and mental health conditions within present and extended families; and
16. The parent(s)/caregiver(s) perception on how the family is meeting the basic and developmental needs of the child/children, identifying danger, risks, and concerns related to child/children's developmental levels and functional levels.
17. **Additional considerations if attachment/bonding issues between parent/caregiver and child or siblings are identified:**
18. Early relationship losses and demonstrated resolution of losses;
19. Identify the actions needed to demonstrate trust, internal controls, reciprocal relationships, self-esteem and self-worth;
20. Modulation of affect as demonstrated in parent/caregiver/child relationships;
21. Identification of pro-social behaviors and attitudes, as well as responses to external structure and societal rules and demonstration of these actions;
22. Identification of distorted thinking patterns and correction of thinking errors and patterns resulting in pro-social behaviors and actions; and
23. Any other clinically recommended actions and services.

#### **Initial Assessment**

1. The identified issues are prioritized by the clinician in order of:
2. child safety;
3. individual safety;
4. family safety; and
5. family strengthening.
6. These identified issues must be addressed in the initial or subsequent treatment plans developed by the client's treatment team, which is composed of:
7. parent(s)/caregiver(s)/child;
8. family and other significant support identified by the family;
9. CPS caseworker;
10. clinician(s) providing individual and family therapy;
11. psychologist/psychiatrist; and
12. other specialty providers involved in aiding the family.

#### **Report Content Requirements**

The CPS caseworker must receive a complete typewritten report within ten (10) business days of a client participating in the initial face-to-face session.

#### **Parent/Caregiver Report** must include but is not limited to the following components:

1. Reason for referral: a summary of the events resulting in the individual's involvement with CPS from the client's perspective and as reported by CPS caseworker.
2. The caseworker's concerns and recommendations consisting of:
3. Current Status: Must include a description of the individual's current emotional and interpersonal functioning and problems. This must include information about present living situation; pertinent family; medical conditions and prescribed medications; employment; and educational and vocational functioning.
4. History: must include a thorough summary of the individual's level of functioning.
   1. In relationships (family/marital/extended family)
   2. Medical/psychiatric histories (hospitalizations, suicide attempts/gestures)
   3. Medical conditions/surgeries, and medications for chronic/crisis conditions
   4. Criminal history
   5. Substance usage history consisting of first use of substances, frequency of use, substance abuse treatment, and longest period of substance abstinence
   6. Employment and occupational history
   7. Military history
5. Clinical summary: a statement of parenting actions (strengths and weaknesses) and identified treatment issues ranked in order of priority.
6. Diagnostic Impression per current Diagnostic and Statistical Manual for Mental Disorders (DSM).
7. Recommendations of appropriate interventions or any additional psychological testing, psychiatric evaluation or other specialty services that may be needed.
8. Date and manner in which the report was submitted to the CPS caseworker.
9. Date, signature and credential(s) of the performing provider.
10. **Child Report**: must include but is not limited to the following components:
11. A description of the circumstances that led to the child's referral.
12. The child's criminal history, if applicable.
13. A description of the child's strengths, weaknesses and behaviors, including appropriate and maladaptive behavior, and any high-risk behavior posing a risk to self or others.
14. Any history of physical, sexual, or emotional abuse or neglect.
15. Current mental health and substance abuse status, including available results of any psychological or psychiatric evaluations, mental health and substance abuse history.
16. The child's current developmental level of functioning and developmental history.
17. The child's current educational level, any school problems, and school history.
18. A description of the child's home environment and family functioning.
19. Child's skills and special interests.
20. The services planned to address the child's needs, including long-range goals and objectives.
21. A statement of the child's perception of the home environment, substitute care placement or Parental Child Safety Placements.
22. For children under age 5, current Diagnostic Classification of Mental Health and Developmental Disorders of Infancy and Early Childhood.
23. Recommendations of appropriate interventions or any additional psychological testing, psychiatric evaluation or other specialty services that may be needed.
24. Date and manner in which the report was submitted to the CPS caseworker.
25. Date, signature and credential(s) of the performing provider.

#### **Client Record Documentation Requirements**

Contractor must maintain the following information in the client's file.

1. Beginning and ending time supporting the unit(s) of service billed. The unit(s) of service consists of the length of time spent conducting the psychosocial assessment (intake and initial assessment), and
2. A copy of the Psychosocial Assessment Report submitted to the CPS caseworker.

**See additional Client Record Documentation Requirements in subsection 2.14.**

#### **Billing Requirements**

1. Contractor must only bill for actual time spent face to face with the client to complete the Intake and Initial Assessment, up to a maximum of three (3) hours, billed under service authorization code 86U, Psychosocial Assessment.
2. Contractor may bill up to one (1) unit for writing a comprehensive report, billed under service authorization code 86U, Psychosocial Assessment.
3. Contractor must not bill more than a **maximum of four (4) units total**, which includes up to 3 hours maximum for completing the intake and initial assessment with the client and only 1 hour for writing the report.
4. Contractor must bill based on number of units authorized and provided. Billing increments are:

1 hour = 1 unit

45 minutes = .75 unit

30 minutes = .50 unit

15 minutes = .25 unit

1. Refer to Invoicing Procedure for Psychological and Treatment Services for details on billing, located on the DFPS website at URL

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

1. Refer to Section 3.2.2 Fee Schedules.
2. DFPS unit of service rate is based on the site of service delivery and is payable as either in office or out of office, home-based, or telehealth.

## Psychological Services

These services must consist of a private face-to-face, one-on-one evaluation and testing that determines the client's level of functioning, developmental levels, protective capacities, identified client needs, IQ, and overall cognitive and emotional functioning.

#### **Psychological Evaluation**

Provider must conduct a formal face-to-face individualized clinical interview and assessment (in the client's native language or the language that the client is most comfortable speaking or understanding) to determine the client's level of functioning.

Provider must review all documents provided by the CPS caseworker.

#### **Psychological Testing**

1. These services include the use of standardized psychometric tools aiding in diagnosis and treatment recommendations. Psychological testing is most useful in determining developmental level, IQ, and overall cognitive and emotional functioning.
2. A Licensed Psychologist, Licensed Psychological Associate- LPA or Provisional Licensed Psychologist -PLP under the supervision of a Licensed Psychologist may perform Psychological Evaluation and Psychological Testing.
3. The clinician must provide an oral report to the CPS caseworker and the client to explain and interpret the test results.

#### **Report Content Requirements**

The CPS caseworker must receive a complete typewritten report within ten (10) business days of the client's initial appointment. The report must include but is not limited to the following components:

Pertinent information regarding the client’s condition to substantiate the need for services including, but not limited to the following:

Reason for the evaluation

History of the present illness

Past psychiatric history

History of alcohol and other substance use

General medical history

Developmental, psychosocial and sociocultural history

Relationship history

Parenting history

Employment, occupational and military history

Legal history

Family history of psychiatric disorder

Mental status examination

Behavioral observations during the session

Client specific test results including, but not limited to the following:

The name of the tests that were performed (e.g., Wechsler Adult Intelligence Scale-Revised [WAIS-R], Rorschach, Minnesota Multiphasic Personality Inventory [MMPI])

The location at which the test was performed

The name and credentials of each provider involved in the preparation, administration and interpretation of the test

The interpretation of the test, which must include narrative descriptions of the findings

The treatment being recommended, including how the test results affect the prescribed treatment

Any recommendation for further testing, including an explanation that substantiates its necessity

Recommendations to CPS for client's Plan of Service

#### **Client Record Requirements**

The Contractor must maintain the following information in the client's file:

Beginning and ending time supporting face-to-face time spent with the client by each service provider-type (Licensed Psychologist or Licensed Psychological Associate-LPA or Provisional Licensed Psychologist-PLP) involved in the service delivery including, but not limited to:

Administering test(s) in a private face-to-face setting with client;

Interpreting test results, reporting the test, integrating the test; and

A typewritten comprehensive report based on the integrated data.

Original testing material, including scoring of test(s)

Documentation from clinical interview

Rationale or extenuating circumstances that prevented the provider from completing the testing, such as, but not limited to, the client’s condition requiring testing over two (2) days; client did not return to complete tests, or the client’s condition which precluded completion of the testing

**See additional Client Record Documentation Requirements in subsection 2.14.**

#### **Billing Requirements**

For a complete Psychological Evaluation, Contractor may bill for actual time documented in section 2.11.4.A up to a maximum of six (6) units of service billed in fifteen (15) minute increments.

#### Contractor must bill based on number of units authorized and provided. Billing increments are:

1. 1 hour = 1 unit
2. 45 minutes = .75 unit
3. 30 minutes = .50 unit
4. 15 minutes = .25 unit

Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

Refer to Section 3.2.2 Fee Schedules.

DFPS unit of service rate is based on the site of service delivery and is payable as either in office, out of office, or telehealth.

In order to be compensated for the time spent with the client, Contractor must provide an explanation of the rationale or extenuating circumstance that kept the test from being completed. This includes, but not limited to the following:

Situations in which the client's condition required a face-to-face interview or testing over a 2-day period; and

Client did not return; or

The client's condition precluded the completion of the test.

## Treatment Services

#### Recommendations from the Psychosocial Assessment or Psychological Evaluation serve as a foundation for treatment services. A Psychosocial Assessment is required in order to provide Treatment services. Treatment services include Individual, Family, and Group Counseling.

The prioritized goals for treatment are as follows:

#### Prevent or reduce the occurrence of abuse and neglect.

#### Assist children and their families in overcoming the effects of abuse and neglect.

#### Provide parent(s)/caregiver(s) with the knowledge and skills needed to change behaviors that affect their ability to protect their children effectively and appropriately.

#### Assist CPS caseworkers in the development of service plans that enhance the diminished parent(s)/caregiver(s)' protective capacities to ensure child safety.

#### **Individual Counseling**

Individual counseling consists of private, face-to-face counseling between a client and a clinician to help the client meet his or her treatment goals.

#### **Individual Counseling Requirements**

#### ClientCounseling sessions must be clinically guided by an established individualized treatment plan.

#### Documentation of sessions must include identified obstacles hindering client's participation, and the clinician's assessment of progress or lack thereof correlated to the treatment goals.

#### The clinician must include clinically recommended strategies to aid the client in developing skills to overcome obstacles and engage resistant clients in treatment.

#### **Record Documentation Requirements**

The following information must be maintained in the client's file.

#### Beginning and ending time supporting the unit(s) of service billed. The units of service consist of the length of time spent face to face with the client conducting the counseling session.

#### A copy of the Monthly Progress Report submitted to the CPS caseworker.

**See additional Client Record Documentation Requirements in subsection 2.14.**

#### **Billing Requirements**

Individual counseling sessions are billed using a per-client and per-hour basis billed in 15-minute increments.

#### Contractor must bill based on number of units authorized and provided. Billing increments are:

1. 1 hour = 1 unit
2. 45 minutes = .75 unit
3. 30 minutes = .50 unit
4. 15 minutes = .25 unit

#### Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

#### Refer to Section 3.2.2 Fee Schedules.

#### DFPS unit of service rate is based on the site of service delivery and is payable as either in-office, out-of-office, home based, or telehealth.

#### **Group Counseling**

Group Counseling consists of counseling services provided simultaneously to at least two (2) unrelated individuals to help meet individualized treatment goals.

1. Examples of groups may include the following:
2. Sexual Abuse Therapy
3. Anger Management
4. Attachment and Separation
5. Teen Groups
   1. Parenting Teenagers
   2. Teenage Parents
6. Family Education or Support Groups
   1. Communication skills groups; parent-to-parent communication, and parent-to-child communications
   2. Coping skills groups, which includes homemaker, problem solving, decision-making, budgeting, etc.
   3. Family-Child education groups; learning to play with children, setting healthy boundaries, learning effective and healthy strategies for disciplining children
7. Special Needs & Education Groups
8. Children with developmental delays consisting of treatment or training to caregivers to assist or support children with developmental delays, not including child day care services
9. Programs for children with intellectual and developmental disabilities consisting of treatment or training to caregivers to assist and support children with intellectual and developmental disabilities, not including child day care services
10. Counseling for foster or pre-adoptive parents consisting of counseling to foster or adoptive parents to support and stabilize placements of children in care and prevent disruptions
11. Other groups as requested by CPS
12. **Group Counseling Requirements**

Group counseling must use evidence-based curricula.

Group content must be organized and designed for complete delivery within a series of group sessions. Group members must be allowed to enter a series of sessions at any time.

Recommended group size is:

1. between 5-12 unrelated individuals, and
2. no more than twenty (20) for education groups.

The Contractor must provide the site for the group.

The Contractor must maintain a participant sign-in log.

The Contractor must document all cancelled groups. Documentation must include all of the following:

1. Reason for cancellation; and
2. Date, time and method of cancellation notification.
3. **Client Record Documentation Requirements**

The following information must be maintained in the client's file.

Beginning and ending time supporting the unit(s) of service billed. The units of service consist of the length of time spent conducting the group counseling session.

A copy of the Monthly Progress Report submitted to the CPS caseworker.

**See additional Client Record Documentation Requirements in subsection 2.14.**

1. **Billing Requirements**

Group counseling sessions are billed using a per-group and per-hour basis billed in 15-minute increments.

Contractor must bill based on number of units authorized and provided. Billing increments are:

1. 1 hour = 1 unit
2. 45 minutes = .75 unit
3. 30 minutes = .50 unit
4. 15 minutes = .25 unit

Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website at:

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

Refer to Section 3.2.2 Fee Schedules.

DFPS unit of service rate is based on the site of service delivery and is payable as either in-office, out-of-office, or telehealth.

#### **Family Counseling**

1. Counseling is provided simultaneously to two (2) or more members of a family to meet family treatment goals. The family group may include parent/caregivers, children, and any other individuals who share a household, without regard to whether they are related to each other.

NOTE: In the event that a family member is unable to attend the first session, the clinician must schedule an appointment with the family member prior to the completion of the family treatment plan.

1. **Family Counseling Requirements**

#### The clinician's first family session must consist of a family assessment, attended by all family members identified by CPS in the referral, which serves as a foundation for the development of a Family Treatment Plan.

1. **Client Record Documentation Requirements**

The Contractor must maintain the following information in the client's file:

#### Beginning and ending time supporting the unit(s) of service billed. The units of service consist of the length of time spent conducting the counseling session.

#### A copy of the Monthly Progress Report submitted to the CPS caseworker.

#### A copy of the Family Treatment Plan.

**See additional Client Record Documentation Requirements in subsection 2.14.**

1. **Billing Requirements**

Family counseling billing must be under the name of the oldest Medicaid eligible family member in attendance. If no family member is Medicaid eligible, billing must be under the oldest family member's name.

#### Contractor must bill based on number of units authorized and provided. Billing increments are:

1. 1 hour = 1 unit
2. 45 minutes = .75 unit
3. 30 minutes = .50 unit
4. 15 minutes = .25 unit

#### Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

#### Refer to Section 3.2.2 Fee Schedules.

#### DFPS unit of service rate is based on the site of service delivery and is payable as either in-office, out-of-office, home based, or telehealth.

#### **Treatment Plan**

1. A Treatment Plan is a clinically guided course of delivered services founded on evaluation recommendations and aimed at promoting changes in attitudes and behaviors leading to enhance protective capacities of parents/caregivers to ensure child/children safety, permanency and well-being.
2. **Treatment Plan Requirements**

Contractor must develop an Initial Treatment Plan based on the Intake and Initial Assessment and referral information received from the CPS caseworker.

Mutual agreement is preferred, and clinical recommendations are noted in the report.

A typewritten **Initial Treatment Plan** must be developed from evaluation recommendations within the first two (2) counseling sessions.

The Initial Treatment Plan for **Individual Counseling** must include the following components.

Identification of issues from the specific evaluations and assessments (psychosocial/psychological/psychiatric) with recommended issues to be addressed with agreement between the client and CPS caseworker;

Ranking by priority of identified issues with measurable goals, objectives and strategies resulting in a detailed plan for services and treatment activities discussed with the client and CPS caseworker;

Substantiation of clinically recommended modalities with projected duration and frequency;

Clearly defined discharge goals that indicate treatment can be successfully accomplished;

A copy of the initial treatment plan must be submitted to the client and CPS caseworker within ten (10) business days of the completed treatment plan; and

Date, signature and credential(s) of the performing provider.

The Initial Treatment Plan for **Family Counseling** must include the following components:

Identifying family roles;

Relationship issues among each family member;

Recommended behavior changes for each family member;

Clinical assessment and recommendations for family;

Family Treatment Plan; and

Date, signature and credential(s) of the performing provider.

A typewritten **Updated Treatment Plan** must be completed at each three (3) month interval or when changes in treatment are clinically recommended and discussed with the client and CPS caseworker.

The content of the Updated Treatment Plan (Individual or Family) must include the following:

New or revised goals, objectives and strategies resulting in a detailed plan for services and treatment activities discussed with the client and CPS caseworker;

Status on prior goals, objectives and strategies (progress, lack of progress, obstacles) with clinically substantiated recommendations for changes, modifications or additions; and

Date, signature and credential(s) of the performing provider.

A copy of the updated treatment plan must be submitted to the client and CPS caseworker within ten (10) business days of the completed treatment plan.

Date and manner in which the report was provided to the client and submitted to the CPS caseworker.

1. **Treatment Services Monthly Progress Report**
2. A Monthly Progress Report is a typewritten, comprehensive summary including a clinical assessment identifying progress, obstacles, and recommendations. The Monthly Progress Report must provide information directly related to client(s) participation or lack thereof established by treatment goals and objectives. CPS will use information provided in this report to assess child safety or report client progress to the court.
3. **Monthly Report Requirements**

A typewritten Monthly Progress Report is required for clients participating in one (1) or more individual, group, or family counseling or education sessions.

The CPS caseworker must receive the Monthly Progress report by the tenth (10th) business day of the month following the month of service.

The report must include, but is not limited to the following components:

Name of client(s)

Dates of session(s)

Location of session(s); if out-of-office, home-based or telehealth, briefly describe how provider ensures a therapeutic environment

Type of service(s) provided (individual, group, family counseling, group education)

Missed appointments and reasons

Current goals of treatment including a detailed summary describing client's progress/participation or lack thereof in meeting goals identified in the current Treatment Plan

As appropriate, recommendation for closure, early termination, or extension of services

Date and manner in which the report was submitted to the CPS caseworker

Date, signature and credential(s) of the performing provider

1. **Additional report requirements for Group Sessions include:**

Attendance dates and session topic

Detailed summary of client's participation

A detailed description of the client's ability to process and implement new information

Changes in client's behaviors and conditions that demonstrate enhanced or diminished protective actions contributing to child safety

Any significant occurrences, such as disruptive behaviors, inattentiveness, or other information useful in case planning.

1. **Treatment Services Closure Summary Report**

This report describes a discharge from Treatment Services that has been discussed in advance with the client and CPS caseworker. Mutual agreement is preferred, and clinical recommendations are noted in the report.

* + - * 1. Contractor must submit a typewritten Closure Summary Report for each client indicating service will not continue in the following month.
        2. The CPS caseworker must receive the Closure Summary Report within ten (10) business days following the month of service.
        3. The report must include, but is not limited to the following components:

Name of client;

A detailed summary describing client's participation or lack thereof in meeting treatment goals identified in current Treatment Plan(s);

Reason for case closure and clinical recommendations;

Date, signature and credential(s) of the performing provider; and

Date and manner that the Closure Summary Report is submitted to the CPS caseworker.

## Support Services

#### Support Services are an array of services that aid in ensuring child safety, permanency and well-being. Support Services include:

1. Court Related Services
2. Diagnostic Consultation
3. Translator and Interpreter Services

#### Contractor must provide Support Services upon CPS request.

#### **Court Related Services**

1. This involves testimony in judicial and administrative proceedings only at the request of CPS. To the extent possible, Contractor must also assist CPS in locating Contractor's past employees, agents, volunteers, consultants or subcontractors when CPS requires past employees, agents, volunteers, consultants or subcontractors to appear and testify.

DFPS purchases Court Related Services when legally necessary.

1. **Service Requirements**

**Preparation**

The Contractor and its representatives must ensure applicable service providers have personal knowledge of the matters to be discussed and are adequately prepared to provide case-specific testimony.

**Attendance**

The Contractor must ensure that requested or subpoenaed parties attend depositions and court appearances at the times requested by CPS.

1. **Client Record Documentation Requirements**

The following information must be maintained in the client file.

A copy of the completed Service Authorization, Form 2054

Court Related Services Case Note, [Form 2057](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)

Subpoena, if applicable

1. **Billing**

The Contractor must comply with the following requirements.

The unit of service is hourly, billed in 15-minute increments.

Billing time begins at the time that the Contractor is requested to arrive for testimony or actual time of arrival, whichever is later, and ends immediately upon notification that no further service is required, or testimony is complete.

**Mileage traveling to and from a courthouse or the site of service is not billable**.

Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website at the following URL.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

The Contractor must:

Receive a valid Service Authorization, Form 2054, prior to the service being delivered;

Complete the Court Related Services Case Note, Form 2057, for each court appearance; and

Submit a completed, signed Form 2057 with its associated monthly billing invoice attesting to the delivery of service.

#### **Diagnostic Consultation**

1. A Diagnostic Consultation is participation in a formal meeting or staffing, initiated by DFPS, to discuss a specific case.

DFPS purchases case specific Diagnostic Consultation Services to obtain an analysis of a specific CPS case to identify the cause or nature of a condition, situation, or problem, and provide advice, opinions and recommendations to CPS.

**Service Requirements**

A diagnostic consultation must be initiated and authorized by CPS.

Contractor must receive a valid Service Authorization (Form 2054) prior to delivery of services.

Upon CPS request, a completed Case Note (Form 5615) must be provided to the caseworker.

**Client Record Documentation Requirements**

A Diagnostic Consultation Services Case Note [Form 5615](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp) must be completed and filed in the client case file. The Case Note must include, but is not limited to the following components:

Name of client;

Date of service;

Start and end time of consultation;

Location of consultation;

Purpose of Diagnostic Consultation;

Brief summary of case information shared at consultation;

Date and manner in which the report was submitted to the CPS caseworker, if requested by CPS; and

Date, signature and credential(s) of the performing provider.

**Billing Requirements**

The Contractor must comply with the following requirements.

The unit of service is hourly, billed in 15-minute increments.

Billing time begins at the time the Contractor is requested to begin/arrive for consultation or actual time of arrival, whichever is later, and ends immediately upon notification that no further service is required.

**Time traveling to and from the site of service is not billable.**

Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website at the following URL.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

#### **Translator and Interpreter Services**

This is not an optional service. When a client’s ability to communicate is diminished due to Limited English Proficiency (LEP) or some other communication disability, DFPS reimburses for translator and interpreter services when provided by the Contractor as follows:

1. Translator and interpreter services are only reimbursable when provided by a subcontracted translator or interpreter that is not approved to provide contracted services. Translator and interpreter services provided under subcontract include, but are not limited to:

Provision of information and services in a manner understandable to the client using interpreters, translators, or other identified methods.

Use of auxiliary aids to ensure effective communication for clients with hearing, vision, speech, or other communication impairments.

Contractor must identify the service provider and the compensation rate and secure prior approval from DFPS contract staff.

1. Contractor must ensure that communications with clients who have communication impairments are as effective as communications with other clients, and that clients understand all significant actions as fully as possible.
2. **Client Record Documentation Requirements**

The following information must be maintained in the client file.

The need for service and type of service.

A statement signed by the client if the client refuses a translator or interpreter.

1. **Billing Requirements**

Contractor must obtain prior authorization from the CPS Contract Manager.

Payment will be made on a cost reimbursement basis, as approved by the CPS Contract Manager.

Refer to Invoicing Procedures for Psychological and Treatment Services located on the DFPS website at the following URL.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

## Client Record Requirements

#### Each client record must contain supporting documentation as specified within this Statement of Work. In addition, all documentation must adhere to the following:

#### All documentation must be typewritten in narrative form using language that is understandable to individuals other than the author. Acronyms must be defined.

#### All pertinent information must be included regarding the client's condition to support the need for services.

#### The client record must contain a complete diagnosis as listed in the most current DSM.

#### The client record must contain background, symptoms, and impression.

#### The client record must include behavioral observations during the session.

#### Services provided that are not supported by documentation in the client's record is subject to recoupment.

## Continuity of Care

#### The Contractor must ensure continuity of care.

#### The term *continuity* is used to refer to the client record or information as it applies to treatment providers working with parents and children involved with CPS. The documentation of client services delivered reflects the quality of care through improving efficiency, preventing duplication of services and promoting follow-up of important clinical findings.

#### The term *continuity* also is used to refer to clinician continuity. A continuous treatment relationship is thought to promote trust, which is a core part of the clinician-client relationship. Clinician continuity can itself be a part of the healing process. In the event there is a reason for a clinician to discontinue treatment to a client, the Contractor must also ensure when possible that the clinician does the following:

#### Work with the new clinician to prevent a disruption in treatment.

#### Provide client records to the new treatment provider that contains all relevant information and is up-to-date, accurate, retrievable, understood, and used by the new provider.

## Missed or Cancelled Services

#### **Services Missed or Cancelled by Client**

#### Contractor must contact the CPS caseworker by 5:00 p.m. on the business day following any missed or cancelled appointment.

#### Contractor must not bill client for a missed or cancelled appointment.

#### **Missed appointments are not billable to CPS**.

#### When two (2) consecutive appointments are missed or cancelled, the Contractor must notify the CPS caseworker or supervisor and obtain instructions on how to proceed. **Do not schedule further appointments unless instructed by CPS to do so.**

#### **Services Cancelled by Contractor**

#### The Contractor must provide at least a twenty-four (24) hour notification to clients when a session must be cancelled.

#### If the twenty-four (24) hour notification cannot be met due to unforeseen circumstances such as acts of nature, notification to the CPS caseworker must occur by the next workday following the cancelled session.

#### Contractor must maintain documentation of notification and contacts with each client and CPS caseworker regarding cancellation of any session.

#### Services cancelled by the Contractor are not billable.

## Reimbursements

#### **Reimbursement for Translator Services**

If a client does not notify the provider by 5:00 p.m. the day prior to the appointment, CPS will reimburse the Contractor the cost of the translator services.

## General Contract Requirements

#### **Contract Meetings**

#### **DFPS Contractor Orientation**

All Contractors must attend an orientation at no cost to DFPS prior to receiving referrals from CPS. CPS Contracts staff will notify Contractors of the dates and times for this orientation.

#### **Contract-Related Events**

Attendance at events related to the contract, such as resource fairs, provider meetings, trainings, complaint investigations, billing issues, and other contract-related issues may be requested by DFPS. When Contractors and appropriate service providers attend contract-related events, it is at no cost to DFPS.

#### **Quality Assurance**

The Contractor must develop, manage and maintain a quality assurance process. These are the Contractor's internal processes for monitoring and evaluating to ensure quality service delivery within this Contract. The Contractor must deliver services as specified within this Statement of Work.

#### **2.18.3 Quality Services Delivered to DFPS**

#### Contractor must implement and maintain a quality assurance process to ensure services provided satisfy the requirements of this Contract.

#### Contractor must respond to service delivery feedback from DFPS or CPS relative to services provided under this Contract and incorporate said feedback to ensure continuous improvement.

#### Contractor must self-monitor and evaluate processes and apply actions necessary for improvement.

#### Contractor must manage referrals to ensure timeframes and quality expectations are met.

#### Contractor must implement and maintain a process to ensure reports are accurate, complete, and submitted as required to CPS.

#### Contractor must address the concerns identified and provided by the CPS caseworker.

#### **Contract Monitoring and Evaluation**

The Contractor must cooperate with the Department in monitoring and evaluating services provided under this Contract. Contractor must make client records, service delivery documentation and self-monitoring evaluations available upon request by DFPS.

## Contractor Qualifications

Written documentation supporting the following must be submitted with the Contractor's application.

#### **General Qualifications**

#### The direct service provider must complete the Trauma-Informed Care Training which is a web-based learning course. Training may be accessed on the following DFPS website: [**http://www.dfps.state.tx.us/training/trauma\_informed\_care/**](http://www.dfps.state.tx.us/training/trauma_informed_care/)

#### The direct service provider must have a minimum of two (2) years professional, full-time experience working with crisis situations (adult or children), families with children between the ages of 3 and 5, treating victims of domestic violence, sexual abuse issues or administering evidence-based treatment.

#### The direct service provider must submit a single-page summary on Form K909-5627 Evaluation & Treatment Experience Summary of their professional experience working with crises situations (adult or children), families with children between the ages of three (3) and five (5), treating victims of domestic violence, sexual abuse issues and administering evidence-based treatment. See [Form K - 5627](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp) Experience Summary.

#### In order to provide services and receive payment for services rendered, each direct service provider (whether staff, subcontractor or volunteer) must meet and maintain the minimum requirements set forth in this Statement of Work. Contractor must complete and submit **Form PCS-102ET Contracting Entity and List of Staff, Subcontracting and Volunteers** to the DFPS Contract Manager and obtain written approval prior to providing services or accessing information**.** In addition, the Contractormust report any new person associated with this contract using [Form PCS-102ET](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp). The Form K - 5627 Experience Summary is also required to be submitted along with the PCS-102ET when new direct delivery staff are added.

#### Each direct service provider (whether staff or subcontractor) must meet and maintain the terms and conditions set forth in the Texas Medicaid Provider Procedures Manual.

<http://www.tmhp.com/Pages/Medicaid/Medicaid_Publications_Provider_manual.aspx>

#### Each provider must be actively enrolled in the Texas Medicaid Program and contracted with each Managed Care Organization (MCO) that covers the geographic areas served by the provider or:

* + - * 1. have written documentation of an acceptable inability to be credentialed **prior** to provision of services;
        2. have a documented denial due to the MCO not enrolling; or
        3. have written documentation that the provider has applied and the enrollment is pending with each MCO.

DFPS, at its sole discretion, may determine if the documentation is acceptable.

#### **Licensure and Credentials**

#### In order to provide services and receive payment for services rendered, each direct service provider (whether staff or subcontractor) must meet and maintain the minimum requirements set forth in **Texas Medicaid**.

#### Licensed Psychological Associates- LPA and Provisional Licensed Psychologists -PLP must be licensed and abide by their scope and standards of practice.

* + - * 1. The services must be performed under the direct supervision of a licensed, Medicaid-enrolled psychologist.
        2. The supervising psychologist must be in the same office, building, or facility when the service is provided and must be immediately available to provide assistance and direction.
        3. The LPA and PLP performing the psychological services must be an employee of either the licensed psychologist or the legal entity that employs the licensed psychologist.

#### The services in the Texas Licensure & Credentials Table must be performed according to the Texas Medicaid & Healthcare Partnership (TMHP) scope and standards of practice. Refer to the Texas Medicaid Provider Procedures Manual.

<http://www.tmhp.com/Manuals_HTML1/TMPPM/Current/index.html#t=TMPPM%21_00a_Preliminary_Information%2F1_00a_Preliminary_Information.htm>

|  |  |
| --- | --- |
| **A** | **B** |
| **Intake Assessments**  **Psychosocial Assessments**  **Counseling Services** | **Psychological Evaluations**  **Psychological Testing Services** |
| * **LCSW**   Licensed Clinical Social Worker   * **LMFT**   Licensed Marriage and Family Therapist   * **LPC**   Licensed Professional Counselor   * **LSOTP**   Licensed Sex Offender Treatment Provider   * Licensed Psychologist | * Licensed Psychologist * **PLP**   Provisional Licensed Psychologist   * **LPA**   Licensed Psychological Associate |

## Contractor Insurance Requirements

In order to mitigate risk under this Contract, DFPS will require the Contractor to submit required verification of insurance/bond coverage that meets or exceeds current minimum DFPS insurance requirements and Certificate of Insurance (COI) or equivalent for each policy currently in force and referenced within, before this Contract is executed.

#### If the coverage will be provided through an insurance policy or other similar insurance document, then the issuing insurance company has to be authorized to do business in the State of Texas and have "A" rating. Contractor must attach the A.M. Best rating for all insurance companies issuing insurance policies for the contract insurance requirements.

#### All required insurance policies will include an endorsement stating that the Department will be given thirty-(30) calendar days written notice of policy or bond cancellation or a material change in the policy or bond. If a Contractor is unable to obtain applicable coverage after completing good faith efforts that have been documented in the contract file, the Contractor will bear the cost of any losses during the entire term of the agreement.

#### If the coverage will be provided through a Self-Insurance Plan, then the plan submitted has to demonstrate that it meets or exceeds these requirements.

#### The Contractor will provide DFPS with documentation that meet these requirements. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage or limits.

#### The following current DFPS minimum insurance coverage and limits must be maintained throughout the resulting Contract term.

#### Commercial General Liability Insurance or equivalent insurance coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence and $2,000,000 aggregate.

#### Commercial Crime Insurance or equivalent insurance coverage to cover losses from fraudulent and dishonest acts with a minimum limit of $25,000. The Commercial Crime Insurance or equivalent insurance coverage must include a third-party endorsement and an employee dishonesty endorsement or equivalent endorsements. Sole Proprietors with no employees or other individuals with access to fiscal resources such as unpaid volunteers or independent contractors, are exempt from this insurance requirement.

#### Professional Liability insurance or equivalent insurance coverage to cover losses from errors and omissions during professional services with a minimum limit of $1,000,000 per occurrence and $2,000,000 aggregate.

#### **Contractor Notice to DFPS of Any Material Changes**

Contractor must immediately provide written notice to DFPS of any material changes to any document submitted under this Subsection; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.

#### **Renewals or New Coverages during Contract Period**

Contractor must ensure that any document submitted under this Subsection is current and in full force and effect. If the document has a period of coverage, then the Contractor will ensure that after each renewal, they immediately provide the new coverage document. In the event that the Contractor obtains coverage from a new issuer or insurer, thenthe Contractor will immediately provide this document to DFPS.

#### **Request for Documents**

Contractor must provide any required documents under this Subsection without expense or delay to DFPS.

Unless otherwise noted in this Contract, and to the extent that Contractor does not have or maintain insurance or does not have or maintain sufficient insurance, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages related to or caused by the Contractor's performing its duties and obligations under this Contract. DFPS will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.

## DFPS Background Check Policy

#### Section 411.114 of the Texas Government Code and DFPS Purchased Client Services policy, located in the DFPS Contract Handbook, requires DFPS to conduct Criminal and Abuse/Neglect/Exploitation Background Checks on Contractors and on each employee, subcontractor, or volunteer who will have direct contact with DFPS clients, including direct delivery of services to DFPS clients under a contract or access to personal client information. Background check results must be maintained and rechecked every **24 months**.

#### The Contractor will get the information necessary to run these background checks via [Forms 2970c and 2971c](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp). It may be necessary for the Contractor to obtain additional information from the employee, subcontractor, or volunteer if the person does not live in Texas or has recently lived outside of Texas in another state. See 1521 Fingerprint-Based Criminal History Checks and 1522 Out-of-State Abuse and Neglect History Checks of the DFPS Purchased Client Services Background Check Policy for more detail.

<https://www.dfps.state.tx.us/Background_Checks/default.asp>

#### Contractors must submit background check requests for criminal abuse and neglect history information for background checks electronically through the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at:

#### <http://www.dfps.state.tx.us/Background_Checks/documents/ABCS_User_Guide.pdf>

## Personnel Record Keeping Requirements

Contractor must maintain a copy of the initial and annually submitted [Form PCS-102ET](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp), Contracting Entity and List of Staff, Subcontractors and Volunteers for each annual term of the contract. ***Form PCS-102ET is also required anytime there is a change in staff.*** Contractor must maintain written documentation of approval of Form PCS 102ET by DFPS Contract Manager.

| **REQUIRED Personnel Records\*** | |
| --- | --- |
| **Service Provider Record Requirements** | |
| **Purpose** | Service Provider Qualification records must support all Contractor Minimum requirements for Staff, Subcontractors, and Volunteers. |
| **Minimum Requirements** | The individual file for each staff, subcontractor and volunteer must include at a minimum, but is not limited to the following documentation.   1. Documentation clearly establishing that the Contractor's service providers meet the minimum qualifications stated in this contract. 2. Criminal (Texas Department of Public Safety [DPS],and Federal Bureau of Investigations [FBI], if applicable) and DFPS history check, copy of completed Form 2970c and 2971c, and the cleared disposition. 3. Subcontract, if applicable. 4. Subcontractor’s Certificate of Insurance (Exception for Commercial General Liability Insurance or equivalent: 1) Not required if subcontractor provides services solely in the Contractor’s office, 2) Not required if subcontractor only provides Translator/Interpreter Services). |
| ***\*DFPS reserves the right to require additional records as needed.*** | |

## Subcontractors

A subcontract is a written contract that assigns specific obligations of a prime contract to another party. Subcontracts are between the prime contractor and its subcontractor (the individual or entity assuming specific obligations of the primary contractor).

#### **Subcontract Activities**

The prime contractor remains fully responsible for compliance with and full performance of all its duties and obligations under the original contract with DFPS. All activities associated with subcontracts must go through the prime contractor.

#### **Subcontract Requirements**

#### Subcontractors providing services under this Contract must meet the same requirements as specified in the prime contract. Subcontract requirements do not apply to subcontracted Translator and Interpreter Services. No subcontract under the Contract shall relieve the Contractor of the responsibility for ensuring the requested services are provided in compliance with the prime contract.

#### The Contractor must submit a copy of the agreement/contract that will be used with subcontractor(s). The agreement/contract must:

* + - * 1. Contain a clause requiring the subcontractor to accept and abide by all terms and conditions applicable to subcontractors under the prime contract.
        2. Hold DFPS harmless for the payment for services performed by the subcontractor.
        3. Contain agreement/contract terms that include but are not limited to the following:

All parties to the contract;

The scope of work to be performed;

The administrative duties associated with the delivery of services;

Work schedules or when work is to be performed;

The credentialing requirements;

Compensation and rates of pay to include a measurable method of payment and incentives or remedies and their basis;

Contract performance requirements;

Description of monitoring to be conducted;

All terms required by the DFPS contract;

A termination clause;

All appropriate clauses to accomplish the contracted services at the service level expected in the prime contract.

#### Contractors utilizing subcontractors must submit and obtain written acceptance of its subcontracting policies and procedures from the designated DFPS contract manager no later than 90 days from the contract effective date. The Contractor's subcontracting policies and procedures must at the minimum:

* + - * 1. Detail the prime Contractor’s method(s) of selecting a subcontractor. The method identified must adequately meet all applicable state, federal, and program requirements, including any requirements for competitive procurement.
        2. Include the requirement to maintain a copy of the subcontractor’s cleared or otherwise acceptable background check and documents to support the subcontractor has met any contract requirements for insurance, licensure, certifications, or applicable credentials.
        3. Detail the subcontracting monitoring process. This includes contract monitoring scope (including the selection for monitoring); monitoring processes, tools and methods used to report the results to the subcontractor; and substandard performance resolution efforts.
        4. Detail procedures to monitor subcontracted services are being delivered as reported and claimed by the subcontractor.
        5. Procedures that result in clear documentation of subcontractors' timely payment as required by the contract.
        6. Subcontractor complaint process that allows the subcontractor to resolve issues with the prime contractor.
        7. The Contractor must obtain DFPS contract manager's written approval of acceptance of the Contractor's subcontracting operations including but not limited to:

Policies and procedures;

Subcontracting document;

Monitoring policies and procedures; and

Background check procedures.

* + - * 1. Contractor must submit a listing of all personnel at contract inception and annually thereafter using the Contracting Entity and List of Staff, Subcontractors, and Volunteers, Form PCS-102ET; available on the DFPS website.

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

* + - * 1. In addition, Contractor must report any new person associated with this contract to the DFPS Contract Manager and obtain written approval prior to providing services or accessing information.

## Performance Measures

Pursuant to Texas Human Resources Code §40.058, all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are being achieved.

DFPS reserves the right to revise performance measures at any time deemed necessary by the Department. Contractors will receive notice prior to any changes to performance measures. Upon notice of changes to the performance measures, Contractors may agree to the changes or opt to cancel the contract in accordance with contract requirements.

* + 1. **Performance Measures**

|  |
| --- |
| **OUTCOME # 1** |
| **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 February 28/29 (Performance Period 1); March 1 through August 31 (Performance Period 2). |
| **INDICATOR:** Percent of unduplicated clients who completed their course of treatment during the Performance Period who have achieved at least 50% of the goals identified in their initial or revised Treatment Plan.  *NOTE: Treatment goals may be revised after the initial Treatment Plan. The duration of treatment may be changed based on client progress. Performance Measure reporting will use the most current Treatment Plan as the entire "course of treatment".* |
| **TARGET:** 93% |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:**  Numerator:  The numerator is the total number of unduplicated clients who completed their course of treatment during the Performance Period and achieved at least 50% of the goals identified in their initial or revised Treatment Plan.  Denominator:  The denominator is the total number of unduplicated clients who completed their course of treatment during the Performance Period. |

|  |
| --- |
| **QUALITY # 1** |
| **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 February 28/29 (Performance Period 1); March 1 through August 31 (Performance Period 2). |
| **INDICATOR:** Percent of aggregated favorable responses made to items in the Client Satisfaction Survey Questionnaires.. |
| **TARGET:** 66% |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:**  Numerator:  The numerator is the aggregated number of favorable responses to the Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their course of treatment during the Performance Period.  Denominator:  The denominator is the aggregated number of all responses, excluding Not Applicable (NA) or Blank responses, to the Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their course of treatment during the Performance Period. |

* + 1. **Performance Measure Requirements**

The Contractor will be responsible for supporting the collection of performance measure data for Outcome #1 and Quality #1 as well as other required metrics. The Contractor must:

1. Enter the total number of unduplicated clients who completed their course of treatment during the Performance Period.
2. Enter the total number of unduplicated clients who completed their course of treatment during the Performance Period and achieved at least 50% of the goals identified in their initial or revised Treatment Plan.
3. Enter the aggregated number of all responses, excluding Not Applicable (NA) or Blank responses, to the Client Satisfaction Survey Questionnaires (See Attachment A-1 in Package 3) obtained from all the unduplicated clients who completed their course of treatment during the Performance Period.
4. Enter the aggregated number of favorable responses to the Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their course of treatment during the Performance Period.
5. Keep all records of: clients, client program completion, Initial and Revised Treatment Plans, Client Satisfaction Survey Questionnaires, all other data associated with the verification of Performance Measure data, and all other contractually required or associated data, as well as verification of submission on file and available to DFPS upon request for the time period specified by DFPS for records maintenance. The records must be maintained in a manner to allow for ease in testing of the validity of the results being reported. Required documentation must be maintained for each Performance Period, including a copy of the performance results which were reported to DFPS Contract Performance.
6. Report the Performance Measure data for each Performance Period using the web-based **PMET** (Performance Management Evaluation Tool). An account must be registered in the PMET system following the provision of the first service provided under this contract. The Contractor TIN (Taxpayer Identification Number) and the Contract Number are needed to register. Instructions can be found at [www.dfps.state.tx.us/application/PCSPMET](http://www.dfps.state.tx.us/application/PCSPMET). Select Help > PMET User Guide.

1) Comply with report date timeframes. Performance Measure reporting is to be entered into PMET within 30 days of the end of the Performance Period in accordance with the table below.

|  |  |  |
| --- | --- | --- |
| **Performance Period** | **Time Included** | **Report due between dates shown but no later than the last day indicated** |
| Performance Period 1 (PP1) | Sept, Oct, Nov, Dec, Jan, Feb | March 1 - 31 |
| Performance Period 2 (PP2) | Mar, Apr, May, Jun, Jul, Aug | Sept 1 - 30 |

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# UTILIZATION AND COMPENSATION

## Utilization

#### **Projected Utilization**

#### Actual level of utilization or specific number of clients referred will vary.

#### **General Utilization**

#### DFPS does not guarantee utilization or any level of utilization to any specific Contractor.

## Compensation

#### **Availability of Funds**

#### Funding is not guaranteed at any level. Payment is based on utilization and will fluctuate throughout the term of the contract.

The Contractor is prohibited from using funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, DFPS funds may not be used as match (in-kind or cash match) for any other funding opportunity (grant application) in which the selected Contractor may be participating.

#### **Method of Payment**

#### Payment will be made as a Fee-for-Service based on unit rates set by DFPS and accepted by the Contractor. The Contractor agrees to this basis for payment and agrees to adhere to the fiscal and billing policies and procedures of the Department. DFPS is not obligated to pay more than the contracted rates. The Contractor will not receive any payment unless services are authorized and provided.

#### **Fee Schedules**

Contractor will be compensated according to the Fee Schedules in Tables A, B and C below.

* + - * 1. **Psychological Evaluation &Testing Fee Schedule – Table A** Provided by a Licensed Psychologist (includes Support Services for this service type). Services utilizing Medicaid billing must bill for Licensed Psychological Associate's (LPA) service provided through a Medicaid enrolled Licensed Psychologist.

**table A**

**FEE SCHEDULE – EVALUATION SERVICES**

**Payment is based on “unit of service."** The allowable unit rate for the type of service delivered is the rate consistent with the highest credential held by the service provider.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **LICENSED PSYCHOLOGIST (LP), PROVISIONAL LICENSED PSYCHOLOGIST (PLP), LICENSED PSYCHOLOGICAL ASSOCIATE (LPA)**  **Psychological Evaluation & Testing** | | | | | |
| **Category** | **Service - Service Code** | **Location & Unit Rate** | | | |
| **In Office** | **Home Based** | **Out of Office** | **Telehealth**  **(91A)** |
| **Psychological Evaluation** | Psychological Testing - 86A  **(Telehealth – 91A)** | $113.91 |  | $159.47 | $113.91 |
| **Psychological Evaluation by Licensed Psychological Associate (LPA)** | Psychological Testing (LPA)-86A  **(Telehealth – 91A)** | $79.74 |  | $111.63 | $79.74 |
| **Incomplete Psychological Evaluation1** | Psychological Testing-86A  Maximum 2 hours  **(Telehealth – 91A)** | $113.91 |  | $159.47 | $113.91 |
| **Incomplete Psychological Evaluation by Licensed Psychological Associate1** | Psychological Testing (LPA)-86A  Maximum 2 hours  **(Telehealth – 91A)** | $79.74 |  | $111.63 | $79.74 |
| **Court Related Services** | Court Testimony-86H  Deposition-86H  Mediation-86H | $157.57 |  | $157.57 | $157.57 |
| **Diagnostic Consultation** | Diagnostic Consultation - 81H | $112.70 |  | $157.57 | $112.70 |
| **Translator/Interpreter Services** | Service Code 98L | Cost Reimbursement-Requires Contract Manager prior authorization | | | |
| **1Note:** Incomplete Psychological Evaluations are defined as after conducting a private individualized face-to-face clinical interview, extenuating circumstances impacted the ability to complete the testing. | | | | | |
|  | | | | | |

* + - * 1. **Psychological Counseling Fee Schedule – Table B**

#### Performed by a Licensed Psychologist (includes Support Services for this service type).

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **TABLE B**  **FEE SCHEDULE –TREATMENT SERVICES** | | | | | |
| **LICENSED PSYCHOLOGIST (LP)**  **Psychological Counseling Services** | | | | | | |
| **Category** | **Service - Service Code** | **Location & Unit Rate** | | | | |
| **In Office** | **Home Based** | | **Out of Office** | **Telehealth** |
| **Psychosocial** | Psychosocial Assessment – 86U | $79.74 | $111.63 | | $111.63 |  |
| **TELEHEALTH** Psychosocial Assessment – 91U |  |  | |  | $79.74 |
| **Individual** | Individual Counseling - 86C | $106.66 |  | | $149.32 |  |
| Home Based Counseling - Individual - 88K |  | $149.32 | |  |  |
| **TELEHEALTH -** Individual Counseling – 91C |  |  | |  | $106.66 |
| **Family** | Family Counseling - 86F | $89.25 |  | | $124.95 |  |
| Home Based Counseling - Family - 88K |  | $124.95 | |  |  |
| **TELEHEALTH -** Family Counseling – 91F |  |  | |  | $89.25 |
| **Group** | Group Counseling - 86E | $24.70 |  | | $34.58 |  |
| **TELEHEALTH -** Group Counseling – 91E |  |  | |  | $24.70 |
| **Court Related Services** | Court Testimony - 86H | $91.19 | | | | |
| Deposition - 86H | $91.19 | | | | |
| Mediation – 86H | $91.19 | | | | |
| **Diagnostic Consultation** | Diagnostic Consultation - 81H | $65.22 |  | | $91.19 | $65.22 |
| **Translator/**  **Interpreter Services** | Service Code 98L |  | | Cost Reimbursement-Requires Contract Manager prior authorization | | |

1. **Psychosocial Assessment and Counseling Fee Schedule – Table C**

#### Performed by an LCSW, LMFT, LPC or LSOTP (includes Support Services for this service type).

**table C**

**FEE SCHEDULE – EVALUATION AND TREATMENT SERVICES**

**Payment is based on “unit of service."** The allowable unit rate for the type of service delivered is the rate consistent with the highest credential held by the service provider.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **LCSW, LMFT, LPC & LSOTP – Psychosocial Assessment & Counseling** | | | | | | |
| **Category** | **Service - Service Code** |  | **Location & Unit Rate** | | | |
| **In Office** | | **Home Based** | **Out of Office** | **Telehealth** |
| **Psychosocial** | Psychosocial Assessment – 86U | $74.66 | | $104.52 | $104.52 |  |
| **TELEHEALTH** Psychosocial Assessment – 91U |  | |  |  | $74.66 |
| **Individual** | Individual Counseling – 86C | $74.66 | |  | $104.52 |  |
| Home Based Counseling-Individual – 88K |  | | $104.52 |  |  |
|  | **TELEHEALTH -** Individual Counseling – 91C |  | |  |  | $74.66 |
| **Family** | Family Counseling – 86F | $62.48 | |  | $87.47 |  |
| Home Based Counseling-Family – 88K |  | | $87.47 |  |  |
|  | **TELEHEALTH -** Family Counseling – 91F |  | |  |  | $62.48 |
| **Group** | Group Counseling – 86E | $17.29 | |  | $24.21 |  |
|  | **TELEHEALTH -** Group Counseling – 91E |  | |  |  | $17.29 |
| **Court Related Services** | Court Testimony – 86H  Deposition – 86H  Mediation – 86H | $63.82 | | | | |
| **Diagnostic Consultation** | Diagnostic Consultation – 81H | $63.82 | | | | |
| **Translator/**  **Interpreter Services** | Service Code 98L |  | Cost Reimbursement-Requires Contract Manager prior authorization | | | |

* + - 1. **Translator and Interpreter Services**

DFPS will reimburse the Contractor for reasonable costs incurred and provided in the performance of contracted services in accordance with the terms of the contract. The Contractor must obtain prior approval from the DFPS Contract Manager in order to be reimbursed for these services.

#### **Contract Specific Training**

DFPS will not reimburse expenses for Contract Specific Training. The Contractor will not receive direct compensation for time spent in or travel to and from training.

#### **Prompt Payment**

* + - * 1. Pursuant to Texas Government Code, Subtitle F, §2251.021, DFPS will make payments within thirty (30) days of receipt of a correct invoice and any required support information. In addition, DFPS will pay any interest due on overdue payments according to the provisions of Texas Government Code, Subtitle F, §2251.026.
        2. DFPS will not provide cash advances to Contractors.

## Invoicing Process

#### DFPS requires that Texas Medicaid (Traditional Fee-For-Service and Medicaid Managed Care) be the first source of payment for eligible clients who receive covered services. The Contractor agrees to accept Medicaid fee as PAYMENT IN FULL for the services rendered.

#### If Medicaid refuses a claim submitted by the Contractor for reasons other than invoicing error, payment will be made through this Contract with written proof of denial from Texas Medicaid (Traditional Fee-For-Service and Medicaid Managed Care). The Contractor must take necessary action to resolve invoice denials and exhaust all appeals before submitting a request for payment from DFPS.

#### The Contractor will submit to DFPS a total and complete bill each month in the format prescribed by the Department, and will accept as payment in full the contracted unit rate.

#### **Instructions for Invoicing DFPS**

* + - * 1. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices submitted to the applicable CPS Regional Contracts office.
        2. Invoice billing statements submitted to DFPS must include:

1. Department pre-bill, signed and dated, reflecting services authorized and delivered;
2. Signed State of Texas Purchase Voucher, Form 4116X
3. Supplemental Invoice, Form 2016 or Form 2016EX, for anyone served but not listed on pre-bill. A separate Form 2016 is required for each month of service when a resubmitted or supplemental claim is being made;
4. Medicaid denial notice, if applicable;
5. If applicable, a signed and dated certification completed by the interpreter/translator documenting the following:

The date and actual service time for each episode of service delivery;

The amount due per episode;

The calculation of the total amount billed for the billing month; and

Signature of therapist affirming the interpreter/translator's participation and accuracy of billing per episode.

1. Any other supporting documentation requested by the Department.

#### **Due Date**

#### The Contractor must submit a signed and dated Department pre-bill reflecting services authorized and delivered by the 30th of the month following the month of service delivery. Invoices must be received by the designated DFPS Contract Office.

#### Failure to submit invoices timely may be considered a contract compliance issue when evaluating contract renewal or termination.

## Sufficient Resources

The Contractor should expect a two (2) month delay between the time the Contractor begins providing services and the time that DFPS makes payment for those services. Therefore, the Contactor must maintain a minimum of two (2) months reserve during the entire term of the contract.

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# APPLICATION SUBMISSION & SCREENING

## Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, DFPS may cancel this open enrollment, make partial award, or no awards.

## Right to Reject Applications or Portions of Applications

At its sole discretion, DFPS may reject any and all Applications or portions thereof.

## 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, as designated in [subsection 1.2](#_Point_of_Contact).

## Application Submission Instructions

Applicant will submit the E&T Services Open Enrollment Application and Required Forms (see Section 5.1) to the 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 A and B (See Section 5.1, 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 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; and

#### 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.

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# Organization of Electronic Submission of Application

## Evaluation and Treatment Services Open Enrollment Application and Required Forms

Appendix A: Applicant Instructions

Appendix B: Required Forms

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# DEFINITIONS

| **TERM** | **DEFINITION** |
| --- | --- |
| Accountability | The obligation to take responsibility for achieving contract requirements. It requires maintaining sufficient records to adequately account for the use of state and federal funds and provide reasonable evidence that service delivery is consistent with contract requirements. |
| Addendum, Addenda (pl) | An addition, supplement, or change to a solicitation document issued after the original solicitation document was released. |
| Agreement | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. For state contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Amendment | A formal revision or addition to an Application or resulting contract. |
| Applicant | Any individual or entity that submits an Application and Contract pursuant to this open enrollment. |
| Application | Application includes the Application and Contract, and Required Forms, including all attachments, appendices and exhibits. |
| Award | The act of communicating acceptance of an offer to the Applicant, thereby forming a contract. |
| Best Value | The optimum combination of economy and quality that is the result of fair, efficient, and practical procurement decision-making and achieves procurement objectives. |
| Business Day | Any day other than a Saturday, Sunday, or day in which Texas state offices are authorized or obligated by law or executive order to be closed.  <http://www.hr.sao.texas.gov/Holidays> |
| Caregiver | An individual who attends to the needs of a child. |
| Caseworker | A person who is hired by The Texas Dept. of Family & Protective Services that is assigned to a child/children Case seeking Adoption Services. |
| Child | A person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes. |
| Child Safety | When there are no safety threats within the family or the parent possesses sufficient protective capacity to manage any threats. |
| Child Vulnerability | Child Vulnerability refers to a child who is unable to protect self.   * Is any child five (5) years old, or younger, or otherwise unable to protect him or herself? * Is any child physically impaired, mentally impaired, or otherwise in need of special care? * Is the behavior of any child hostile, aggressive, or unusually disturbed; fussy, or irritable; or seen as provoking?   Does any child appear to fear retribution? |
| Client Orientation | Occurs at the initial appointment between the client and the provider; the orientation serves as a client introduction to provider services including hours of operation, emergency contacts, answers any questions from the client including a review of the referral to further explain the purpose of the visit. |
| Clinician | For purposes of this contract, the term "Clinician" includes currently Texas licensed professionals with behavioral/medical degrees (e.g., PhD, MD, PA, APNP, LPA, LCSW, LMFT, LPC, and LCDC). The "Clinician's scope of practice includes the application of human development principles to achieve the mental, emotional, physical, social, moral, educational, spiritual, and career-related development aiding the client's adjustment, achievement and maintenance of a socially functional lifestyle.  The Clinician performs assessments to identify psychosocial, emotional and behavioral conditions and events that interfere with the individual's adaptive level of functioning in the family and community that has a direct impact on child safety, permanency and wellbeing. The Clinician works with multi-disciplinary team of professionals and primary clients in the development, execution and monitoring of individualized/family treatment plans. |
| Complaint | A concern reported to DFPS contract staff about the Contractor’s professionalism or quality of work. |
| Confidential Information | Any communication or record (whether oral, written electronically stored or transmitted, or in any other form) that consist of:  (1) Confidential Client information, including Protected Health Information;  (2) All non-public budget, expense, payment and other financial information;  (3) All privileged Work Product;  (4) All information designated by DFPS or any other State agency as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552;  (5) Unless publicly disclosed by DFPS or the State, the pricing , payments, and terms and conditions of the Agreement; and  (6) Information that is utilized developed, received, or maintained by DFPS, the Contractor, or participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicity disclosed. |
| Conservatorship | Legal responsibility, rights and duties that define the relationship between a child and the persons(s) or entity appointed by a court to assume these responsibilities. |
| Contact | To get in touch with or communicate with via face-to-face, electronic communication (telephone, text, email, or computer/webcam) or letter. |
| Contract | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an Agreement between two or more parties creating obligations that are enforceable or otherwise recognizable by law. The term also encompasses the written document that describes the terms of the Agreement. For State Contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Contract Action | The exercise of any action authorized under the terms of the contract related to the contract. Contract actions include, but are not limited to, modifications, renewals, and assessment of remedies. |
| Contract Management | Contract management is a core function that involves the continual monitoring of a contractor's performance to ensure its compliance with terms and conditions of a contract. It begins once all parties have signed a contract. |
| Contract Performance Measures Report | A tool developed and utilized by DFPS to evaluate the Contractor’s performance during the life of the contract against the Performance Measures. |
| Contract Renewal | The act of time beginning with the commencement date or effective date of a contract and ending when the contract expires in accordance with its terms, or when it has been terminated. The contract term includes renewal options exercised. |
| Contract Term | The period beginning with the commencement date or effective date of a contract and ending when the contract expires in accordance with its terms, or when terminated. The contract term includes actual exercised renewal options. |
| Contractor | Applicant who is awarded a contract pursuant to this open enrollment. |
| Cost Benefits | The cost associated with acquiring the improvements in protective services and in the overall well-being of children in substitute care using an independent administrator is reasonable, appropriate, and fair. |
| Course of Treatment | The entire series of therapy sessions based upon a treatment plan, from initiation of services to termination of services. |
| Court Appearance | Consists of an appearance at a court session or hearing with the intent to testify whether or not the testimony is actually provided. |
| CPS | Child Protective Services, a division of Texas Department of Family and Protective Services. |
| Credentialing Documents | Documents that support the provider met the required qualifications for provision of service, such as a license, background check results, and insurance coverage. |
| Cultural Competence | The ability of individuals and systems to provide services to people of various cultures, races, ethnic backgrounds, and religions. The ability of individuals and systems to provide all services in the client's primary language, or the language in which the child and family are most comfortable speaking, either directly or through a translator. The ability of individuals and systems to take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each individual in order to ensure that all information is presented in a way that meets the specific needs of each child and family. |
|  |  |
| Damages | Money claimed by, or ordered to pay a person as compensation for loss or injury. The sum of money, which a person wronged, is entitled to receive from the wrongdoer as compensation for the wrong. |
| Danger Indicators | Behaviors or conditions that describe a child being in imminent danger of serious harm. |
| Data Source | The system or process from which information about a performance measure is gathered. |
| Deliverable | A written, recorded or otherwise tangible work product prepared, developed, or procured by the contractor and provided as part of the contractor’s obligations under the contract. A discrete type or increment of work. The work may involve the delivery of goods or services. |
| Department | Texas Department of Family and Protective Services |
| Deposition | Consists of testimony given out-of-court and under oath for later use in open court. |
| Diagnostic Consultation | A Diagnostic Consultation is participation in a formal meeting or clinical staffing, initiated by DFPS, to discuss a specific case.  The purpose is to obtain an analysis of a specific CPS case to identify the cause or nature of a condition, situation, or problem, and provide advice, opinions and recommendations to CPS. |
| DFPS | Texas Department of Family and Protective Services |
| Education Groups | Specialized groups geared towards enhancing client knowledge and skills development. |
| Effective Date | The date of complete execution of the contract or the date upon which the parties agree the contract shall take effect. |
| Entire Course of Treatment | The modality, length, and goals of a Treatment Plan based client needs; the referring CPS caseworker's concerns; and the Contractor's clinical assessment. The duration of the Treatment Plan may be revised based on client progress. Use the most current Treatment Plan as the "entire course of treatment" for Performance Measure reporting. |
| Ethnicity | There are two categories for data on ethnicity: "Hispanic or Latino," and "Not Hispanic or Latino." <https://www.doi.gov/pmb/eeo/directives/race-data> |
| Expectation | Applicant’s perception of satisfaction as indicated by responses made to the items on the Applicant Satisfaction Survey Questionnaire. |
| Evaluation Services | An array of methods to aid in the identification of conditions and events directly related to risk and safety |
| Face-to-Face Contact | In person; directly. |
| Family Counseling | A group consisting of two (2) or more, including parent/caregivers, children, and any other individuals who share a household, without regard to whether they are related. The goal is to address family treatment goals. |
| Favorable Response | An affirmative answer such as yes, very satisfied, satisfied, strongly agree, agree or any other affirmative answer, as determined by DFPS. |
| Fictive Kin | Fictive Kin is an individual who   * has a longstanding and significant relationship with a child in DFPS conservatorship, or with the child’s family; and * is approved by DFPS to provide substitute care for the child, but is not verified, licensed, or certified to operate a foster home, a foster group home, a foster home operated by a child-placing agency, or a foster group home operated by a child-placing agency; or * is subsequently ordered by the court to be the permanent managing conservator of the child after having provided the care described in Texas Family Code §264.751(1B, 3B).   Examples include a godparent or someone considered an aunt or uncle, even though the person and child are not related. |
| Financial Audit | An independent audit to establish the reliability of an entity's financial information by determining whether the information is presented fairly in accordance with recognized criteria, performed in accordance with applicable auditing standards. Financial audits performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) also provide users information regarding the entity's internal controls and compliance with laws, regulations and provisions of contracts and grant agreements as they relate to financial transactions, systems and processes. |
| Financial Remedies | Liquidated damages reflecting loss and damages to the State due to Contractor failure to provide acceptable services as specified in the contract. |
| Financial Resources | Cash or cash equivalent resources that are sufficiently liquid and available to the Contractor sufficient to meet the estimated minimum cash requirements for the DFPS Region in which services are provided. |
| Fiscal Monitoring | A review of a contractor's financial operations which may include a review of internal controls for program funds in accordance with state or federal requirements, an examination of principles, laws and regulations, and a determination of whether costs are reasonable and necessary to achieve program objectives. |
| Fiscal Year (State of Texas) | The period beginning September 1 and ending August 31 of each year. |
| Foster Care | DFPS-paid substitute care. |
| Foster Child | A child who is in a DFPS-paid substitute care placement. |
| Group Counseling | A group consisting of sessions provided simultaneously to 5-12 unrelated individuals to help meet treatment goals. |
| Historically Underutilized Business (HUB) | A minority or women-owned business as defined by Government Code, Chapter 2161. |
| Household | A household includes all persons who have significant in-home contact with the child and may include persons who do not live full time in the residence. For example, a household could include a parent’s paramour or other family member who visits the home routinely. |
| Human Service Field | Field that has a focus on the safety and welfare of individuals and families. Commonly accepted degrees are Counseling and Guidance, Psychology, Social Work, Therapeutic Recreation, Criminal Justice, Education, Nursing, Sociology, Child Development and Family Relations. |
| Indicator | The operational description of a performance measure. |
| Individual Counseling | Consists of private, face-to-face clinically guided sessions between a client and a clinician to help the client meet his or her treatment goals. |
| Individual Cultural Competence | The knowledge, skill or attribute one has relative to cultures other than his/her own that is observable in the consistent patterns of an individual’s behavior, interaction, and work related activities over time, which contributes to the ability to meet the needs of families receiving services that are effective and equitable. |
| Initial Treatment Plan | Developed from evaluation recommendations within the first two counseling sessions to include information obtained from the Psychosocial Assessment, Psychological Evaluation or Psychiatric Evaluation. |
| Intake | Completed at the onset of the parent/caregiver/child's first face-to-face meeting with the provider. The intake gathers information pertinent to the parent/caregiver's strengths, diminished protective actions, unmet child needs and attachment-bonding issues. |
| Invoice | A contractor’s bill or written request for payment under the contract for services performed. |
| Kinship | A person related to the child by blood, marriage, or adoption; or have a significant, long-standing relationship with the child or children's family. |
| Kinship Caregiver | A relative or fictive kin with whom a child in DFPS legal conservatorship is placed. |
| Liquidated Damages | Amounts contractually stipulated as a reasonable estimation of actual damages to be recovered by one party if the other party breaches. The amounts that the parties agree on as liquidated damages will be fixed as the measure of damages for a breach, whether they exceed or fall short of the actual damages. Liquidated damages are appropriate only when it would be difficult or impossible to ascertain actual damage amounts, but they must also be reasonably related to what the actual damages are likely to be. If liquidated damage amounts are determined to be excessive, they will be considered punitive, and therefore unenforceable. |
| Maltreatment | An incidence of physical, mental or emotional abuse or neglect of a child. |
| Mediation | Mediation is a process for resolving existing or potential disputes, or for mitigating the negative effects of such disputes. It is a problem-solving process and is not adversarial. It is an alternative to resolving a case through litigation. During mediation, issues are discussed, facts are clarified, and resolutions to the problem are proposed. Mediation helps the parties communicate their positions, determine the issues to be resolved, develop options for settlement, and negotiate a final solution. |
| Methodology | A general description of the process that is used to calculate a performance measure. |
| Missed Appointments | Services cancelled or "no shows" by the client or Contractor. |
| Non-cooperative | Failure or refusal to cooperate, uncooperative. |
| Non-responsive | Noncompliance with a material aspect of the solicitation document resulting in a proposal being excluded from contract award consideration. |
| Official Case Record | Any documentation and materials in both the electronic file (primarily IMPACT) and external file (primarily paper or photos) associated with a specific case. |
| Organizational Cultural Competence | A set of values, behaviors, attitudes, and practices within a system, organization, program or among individuals, which enables staff, subcontractors and volunteers to work effectively with families from other cultures. Furthermore, it refers to their ability to honor and respect the beliefs, language, interpersonal styles, and behaviors of individuals and families receiving services. |
| Outcome | A measure that demonstrates the effect a service has on clients, typically related to improvements in the lives of clients with regard to safety, permanency, and well-being or support for DFPS staff in meeting these goals. |
| Performance-Based Contracting | The structuring of all aspects of the procurement of services around the purpose of the work to be performed and the desired results with the contract requirements set forth in clear, specific, and objective terms with measurable outcomes. |
| Performance Measure | A client outcome, a system improvement, or an administrative measure used to assess the performance of the contractor that is founded on contract goals and objectives. |
| Performance Period | The period of time during which performance will be measured. |
| Placement | An event where DFPS places or authorizes placement of a child. |
| Procurement | The acquisition of goods or services. |
| Procurement Protest Procedures | Procedures for resolving vendor protests relating to purchasing issues. |
| Professional and Respectful Manner | Behavior, appearance and interactions exhibit courtesy, consideration and competence. |
| Proprietary | Products or services manufactured or offered under exclusive rights of ownership, including rights under patent, copyright or trade secret law. |
| Protective Actions | Specific actions or activities that have been taken by the caregiver that directly address the danger indicator and are demonstrated over time. |
| Provider | Any individual providing services under a contract to a DFPS client and under a contract award because of this Provider Enrollment. |
| Qualified Personnel | Persons with proper training and, in some cases, credentials. |
| Race | The standards have five categories for data on race: American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, and White. <https://www.doi.gov/pmb/eeo/directives/race-data> |
| Referral | To assign or direct a client or family for services by a DFPS Service Authorization Form 2054. |
| Relative | A person related to a child by consanguinity, marriage, affinity or adoption as determined under § 573.022, Government Code. |
| Remedies | Rights or opportunities under the terms of a contract or applicable law to take action against a contracting party to ensure performance or to redress wrongs. Some examples include the right to pursue actual damages, require corrective action plans, assess liquidated damages, seek an injunction, withhold payment, or terminate the contract. |
| Safety | Secure from maltreatment or the risk of maltreatment. |
| Satellite Office | Any office, other than the contractor's main office, where the contractor, employees, or subcontractors provide services. |
| Service Delivery Area (SDA) | A geographical area designated by DFPS, within which contracted services may be provided. Specific SDA's contracted are specified in Package 2, Attachment A-4. |
| Service Providers | A person conducting testing, assessments, and counseling. |
| Siblings | Children having one or both parents in common. |
| Software | All operating systems and applications software used by the Contractor to provide the services described in this Provider Enrollment contract. |
| Solicitation | A document requesting submittal of an application to provide goods or services in accordance with the advertised specifications. |
| Specifications | A description of what the purchaser requires and what an applicant must offer. The written statement or description and enumeration of particulars of goods to be purchased or services to be performed. |
| State | The State of Texas. |
| State Agency | Agency of the State of Texas as defined in Texas Government Code 2056.001. |
| Subcontract | A written agreement between the original contractor and a third party to provide all or a specified part of the goods, services, work, and materials required in the original contract. |
| Subcontractor | Any individual or entity that has entered into a subcontract with contractor. |
| Support Services | An array of services that aid in ensuring child safety, permanency and wellbeing. |
| Telehealth | Telehealth is defined as health services, other than telemedicine, that:   * Are delivered by licensed or certified health professionals who are acting within the scope of their license or certification. * Require the use of advanced telecommunications technology, other than telephone or facsimile technology, including the following:   + Compressed digital interactive video, audio, or data transmission.   + Clinical data transmission using computer imaging by way of still-image capture and store-and-forward.   + Other technology that facilitates access to health care services or medical specialty expertise. |
| Treatment Plan | A clinically guided course of delivered services that is founded on evaluation recommendations and aimed at promoting changes in attitudes and behaviors leading to enhance protective capacities of parents/caregivers to ensure child/children safety, permanence and wellbeing. |
| Treatment Services | An array of evidence-based models to aid the parent/caregiver/child in the resolution of conditions, events, behaviors that ensure child safety, permanence and wellbeing. |
| Updated Treatment Plan | New or revised goals, objectives and strategies resulting in a detailed plan for services and treatment activities discussed with the client and CPS caseworker. Includes a status on prior goals, objectives and strategies (progress, lack of progress, obstacles) with clinically substantiated recommendations for changes, modifications or additions. |
| Valid Service Authorization, Form 2054 | A Form 2054 that at a minimum Includes:   * Issuance to the correct Contractor, * A service begin date that is no earlier than the date of receipt, and * CPS staff signature, date, and any special approvals such as location of service provision. |
| Validated Complaint | A complaint DFPS contract staff has determined is supported by the information gathered about the complaint. |
| Whole Percentage Point | Each percentage point less than one whole percentage point is rounded up to a whole percentage point if .5 or greater and rounded down to 0 if less than .5. |

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