



Jaime Masters, Commissioner

Open Enrollment

For

**Battering Intervention and Prevention Program (BIPP)**

**Enrollment Number: HHS0009694**

Enrollment Period Opens: March 18, 2021

Enrollment Period Closes: August 31, 2026

NIGP Class/Item Code:

952-17 952-21

952-67

**Addendum #2 – 06/21/2021**

**Addendum #1- 04/07/2021**

# GENERAL INFORMATION

## 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 Battering Intervention and Prevention Program (BIPP) Services in accordance with the specifications contained in this Open Enrollment.

## In addition, DFPS may require an Applicant to provide Court and/or Case Consultation services based on the BIPP Services provided by Applicants awarded a contract.

## 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).

## Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements. HHS 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](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) (<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>)

[ESBD](http://www.txsmartbuy.com/sp) (<http://www.txsmartbuy.com/esbd>)

#### 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.

#### 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.

## Open Enrollment Schedule

| **Procurement Schedule** | |
| --- | --- |
| Enrollment Period Opens | **March 18, 2021** |
| Enrollment period Closes | **August 31, 2026** |
| Anticipated Contract Start Date | **No earlier than September 1, 2021** |

#### 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.

#### All Adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (see Section 1.3).

## Open Enrollment Background

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

#### **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.

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

#### Submit a BIPP Services Application and Required Forms (see Section 5.1).

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

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

#### Comply with the Insurance Requirements in Section 2.27.

* + 1. Accept the requirements of the Open Enrollment by executing the Application in Section 5.1.

## Open Enrollment Application Contract Documents

* + 1. 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 BIPP 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, Contract Forms at <https://www.dfps.state.tx.us/Doing_Business/forms.asp>.

#### If awarded a Contract, the Applicant will execute a BIPP Services Contract prepared by DFPS using this Open Enrollment and the Contract Documents in Section 5.1.

#### The Contract term will begin on the date the Contract is fully executed or on September 1, 2021, whichever is later, and will end on August 31, 2026.

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

## 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. 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 websites:

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>

## 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.

## Copyright Restrictions. DFPS will not consider any application that bears a copyright.

# STATEMENT OF WORK

## 

* 1. **Need for BIPP Services.**

## DFPS seeks to contract with qualified contractors to assist CPS in providing BIPP services. Through BIPP services, DFPS seeks to increase the safety of victims and their children by reducing or eliminating the emotional, physical, and psychological trauma caused by domestic violence.

#### BIPP services will provide battering intervention services to the Person Using Violence (PUV) and assist PUVs and their family move towards a non-violent and non-coercive family structure, establish skill sets to prevent future violence, and increase the safety of family violence victims. Domestic Violence (DV) Assessments and Group Intervention Sessions are integral components of BIPP services.

## Eligible Population. Individuals and families (clients) referred directly by CPS or by a court that has ordered DFPS to provide services.

## Client Characteristics. Contractor must be prepared to serve individuals, 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 Delivery Area(s)

#### DFPS will award Contracts in all DFPS Regions (see a Region map at <http://www.dfps.state.tx.us/contact_us/map.asp>.).

* 1. **Service Hours and Locations**

#### Service hours must be flexible and include afternoon, evening, and weekend hours to accommodate working clients.

#### The Contractor is required to coordinate a safe and therapeutic location for services. These services require that the Contractor can substantiate and provide a therapeutic environment for specific goals and objectives. The following are acceptable and billable locations:

* + - * 1. **In-Office services.** Are delivered at the Contractor’s primary or satellite office.
        2. **Out-of-Office services.** Are at a location other than the Contractor’s primary or satellite office and must be requested in writing prior to services being rendered by the CPS caseworker as documents in the Comments Section in the Service Authorization (Form 2054) or in a referral information received from the CPS caseworker.

#### **Telehealth services**. Involve direct face-to-face interactive video communication between the client and the Contractor and if they choose to provide telehealth services, the Contractor must also provide either In-Office or Out-of-Office services in the same Region(s) and counties in their Contract with DFPS.

#### Telehealth services must be provided 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 will not be reimbursed as telehealth services.

#### The audio and 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 Section 3.2).

## Service Authorization and Referral Process. Clients who receive services under this contract will be referred through a Service Authorization (Form 2054).

#### **Authorization Form**. Only services authorized on a Service Authorization (Form 2054) may be billed. Prior to services being rendered, the Service Authorization and Referral Form K-903-2036 must be received and maintained in each client’s record as a basis for payment from DFPS.

* + 1. **Referral Information.** 
       - 1. Client background information must be received 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. Additional information may be obtained verbally from the referring party.
         2. Contractor must follow any case specific instruction provided in the Comments Section in the Service Authorization or in the referral documents.

#### **Initiating Services**

#### Contractor must make initial contact within 72 hours of receipt of the Service Authorization (Form 2054) and Referral Form K-903-2036. If this timeframe cannot be met, the Contractor must notify the CPS caseworker within ten business days and document in the client’s record why initial contact was not made. The documentation must include, 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 or non-responsive.

#### Contractor must provide the authorized service(s) within ten business days of receipt of the Service Authorization and Referral Form K-903-2036.

#### 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, the Contractor must:

1. Document in the client’s file each contact attempt including the method of contact used; and
2. Contact the CPS caseworker to obtain alternate or updated client contact information and document this request in the client’s file.

## Cultural Competence. Contractor will comply with the requirements in Section VII(Q) in DFPS Vendor Uniform Terms and Conditions (Form 5645V) and the following when providing services.

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

#### An understanding of the impact of oppression on the lives of populations served;

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

#### An understanding of the full range of sexual orientations, currently summarized as LGBTQQIAP (lesbian, gay, bisexual, transgender, queer, questioning, intersex, ally, and pansexual).

#### All services provided must also be conducted 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

## BIPP Provider Qualifications

#### In order to provide services, the Contractor’s BIPP programs and DV assessments must be conducted by a Texas Department of Criminal Justice-Community Justice Assistance Division (TDCJ-CJAD) accredited BIPP provider with a current and valid license to operate in the State of Texas:

1. Must hold one of the license types identified below:

#### Licensed Professional Counselor (LPC);

#### Licensed Master Social Worker (LMSW);

#### Licensed Clinical Social Worker (LCSW); or

#### Licensed Marriage and Family Therapist (LMFT), or

1. Be a TDCJ-CJAD funded BIPP.

#### Contractor must consistently adhere to the BIPP [accreditation guidelines](https://www.tdcj.texas.gov/divisions/cjad/bipp.html) of TDCJ-CJAD for all experience and training requirements as well as all other guidelines.

#### BIPP providers are exempt from the Medicaid enrollment requirement.

#### Referrals for individual counseling must meet the standard clinician requirements as set forth for Treatment Providers.

#### Contractor must submit a copy to DFPS of the TDCJ-CJAD BIPP Accreditation Certificate for BIPP facilitators at the time of contract enrollment and application submission.

#### **Non-compliance**. Non-compliance status occurs when TDCJ-CJAD determines that the Contractor does not meet BIPP standards. If the Contractor is not in compliance with TDCJ-CJAD accreditation, the Contractor must:

#### Notify its DFPS Contract Manager within ten business days of any change in accreditation when TDCJ-CJAD puts the BIPP program in non-compliance status because it was not meeting BIPP standards;

#### Make all efforts to resolve the non-compliance as quickly as possible. Failure to do so in a reasonable and timely manner will result in DFPS contract corrective actions and remedies (e.g., vendor hold); and

#### Notify its DFPS Contract Manager when the non-compliance has been resolved and provide documented evidence of compliance with TDCJ-CJAD.

#### **Coordinated Communication Requirements**

#### Contractor must provide basic information about its BIPP services and processes to the client’s CPS caseworker prior to initiating services sufficient to facilitate understanding how to work with the BIPP provider. This information must also include contact information, group locations, and timeframes.

#### Contractor must coordinate with other service providers who also work with this client to discuss progress and recommendations to stop the use of violence (e.g., there may be a need to communicate with substance abuse providers, probation, etc.).

#### Contractor must explain BIPP Communication and Release of Information (Form 5635) to client, provide a copy to the client, and submit a signed copy to the CPS caseworker. Contractor must maintain a copy all of signed form(s) in the client file record.

## BIPP Training Requirements. Contractors must adhere to all TDCJ-CJAD training requirements needed to maintain accreditation and must also complete at minimum, but not limited to:

#### All Contractor personnel who provide direct delivery of group sessions must complete the Trauma Informed Care Child Welfare Practices computer-based training (CBT) prior to working with clients and entering into a contract with DFPS. The training is located on the DFPS website at: <http://www.dfps.state.tx.us/training/trauma_informed_care/>.

#### Contractor personnel includes non-contracted co-facilitators who are former PUVs.

#### The Contractor must submit a copy of the Certificate of Completion of Child Welfare Trauma Informed Care Training at the time of enrollment and maintain a copy in the personnel file.

#### **Additional Training.** Information on any other DFPS training made available to enhance DFPS service delivery and support TDCJ-CJAD Continued Education Units requirements for Contractor personnel will be accessible via the following link:

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

## Staff Requirements. In addition to Section VII(C) of the DFPS Vendor Uniform Terms and Conditions, the Contractor will comply with the following:

#### Background checks must be completed on all individuals who have direct contract with CPS clients prior to client contact and background checks must be renewed every two years. Required background checks apply to providers, co-facilitators, mentors, and volunteers (see Section 2.28).

#### Contractor must additionally comply with TDCJ-CJAD BIPP background check requirements.

#### Contractor must submit a copy of the Contracting Entity and List of Staff, Subcontractors and Volunteers (Form PCS-102ET) at the initial application process and prior to access to clients to inform CPS of who is working on this contract. Form PCS-102ET is also required for each annual term of the contract and anytime there is a change in staff.

## Intake. Intake is completed at the onset of the PUV’s first face-to-face meeting with the provider. The intake gathers information pertinent to the PUV’s strengths, diminished protective actions, worries, 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 DV Assessment Report.

* + 1. The adult victim may be a resource of information and should be invited for a voluntary interview if the adult victim is available or willing. The Contractor will ensure that the adult victim knows that the PUV will not be present at the interview and that, as much as possible, the adult victim will not be identified to the PUV as the source of the information.
    2. **Intake Requirements.** Upon intake, the Contractor must obtain the following information from the PUV and family members:

#### Domestic violence issues identified in the CPS client Referral Form K-903-2036;

#### Information gathered from the DV Assessment questionnaire/checklist that was approved by the TDCJ-CJAD BIPP Program;

#### Information gathered from the DV Assessment Report (Form 5634); and

#### Any other documents provided by CPS and information gathered during the interview with the PUV.

## Domestic Violence Assessment. A Domestic Violence (DV) Assessment is a face-to-face, one-on-one assessment of a PUV, which focuses on determining the nature of the PUV’s use of violence, holding him/her accountable for his/her abusive behaviors and violence, and keeping victims safe.

#### This assessment must be conducted by a TDCJ-CJAD accredited BIPP provider who is either a LPC, LMSW, LCSW, or LMFT, with a current and valid license to operate in the state of Texas or a TDCJ-CJAD funded BIPP.

#### A DV Assessment is required in order to refer CPS clients who are using DV to BIPP intervention services. The BIPP provider must adhere to the [accreditation guidelines](https://www.tdcj.texas.gov/divisions/cjad/bipp.html) of TDCJ-CJAD as well as the child welfare specific requirements identified in this section when serving all CPS clients.

#### The DV Assessment must be generated from the information gathered during the intake, initial assessment, referral documents, and other documents provided by the CPS caseworker. The BIPP provider will determine the PUV’s appropriateness for program participation and will recommend the possible need for referral to concurrent or prerequisite substance abuse, mental health, sex offender, or other applicable assessments.

#### DV Assessments identify cognitive-behavioral issues that interfere with the adult victim's protective actions to provide child/children safety and will include the identification of the cognitive and behavioral effects of child abuse and trauma caused by domestic violence on the child/children and adult victim/parent within the family.

#### In addition, DV Assessments must include the identification of interventions needed to assist the PUVs and their families in moving towards a non-violent, non-coercive family structure, to increase safety within households, and to establish skill sets to prevent future violence.

## Referral Requirements.

## Contractor must receive a referral to provide the DV assessment through a Service Authorization (Form 2054) and a Referral Form K-903-2036 provided by DFPS to Contractor prior to delivery of service (see Section 2.6).

## Additional group services will be provided by the BIPP based upon the completion of the DV Assessment Report (Form 5634) and approved by CPS to continue with the BIPP group (see Section 2.12).

## All forms required for BIPP service delivery are located at <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>.

## Domestic Violence (DV) Assessment Report.

#### The Contractor must provide to the CPS caseworker a copy of the DV Assessment Report (Form 5634) that was completed with the client and accompanied with a copy of the client completed TDCJ-CJAD DV Assessment within ten business days of the client’s initial appointment.

#### The Contractor must use the DV Assessment, which has been previously approved by the TDCJ-CJAD BIPP Program. This form is often a checklist or questionnaire completed by the PUV.

#### Additionally, the Contractor must complete and submit the DFPS DV Assessment Report (Form 5634). This DV Assessment Report includes an intake and assessment, which pertains to the parent-child-victim relationship. This form will gather basic information, which addresses the PUV’s understanding of the impact of the child's exposure to violence and violence directed towards the child.

#### The individual BIPP provider who sees the PUV must not be the same individual who provides services to the adult victim. If the Family Violence Program provides services to both the victim and the PUV, the shelter/agency must ensure separation of services for safety of the adult victim.

#### **Client Record Document Requirements**. The following information must be maintained in the client's file.

#### A copy of the documents submitted for billing that includes the DV Assessment report billed as one unit of service for a flat rate as noted in Section 3.2.

#### A copy of the comprehensive completed DFPS DV Assessment Report that was completed with client and integrates all known information primarily obtained during the intake and assessment accompanied with a copy of the completed TDCJ-CJAD DV assessment.

#### **Billing Requirements**

#### Contractor must only bill for a flat rate for completing the intake and DV Assessment and Report (see Section 3.2).

#### Refer to Invoicing Procedure for Psychological and Treatment Services (Form 5500ET) at

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

1. Mileage traveling to and from site of service delivery is not reimbursable.
2. DFPS unit of service rate is based on a lump sum per one completed DV Assessment Report.

## Individualized Plan. The individual plan is a living document that assesses a client's needs and outlines goals and plan of action for group participation.

## The individualized plan must:

#### Be initiated by no later than the second group meeting;

#### Include goals created for the PUV by both the PUV and facilitator, expectations that the PUV has regarding BIPP, and concepts that the PUV has learned from the BIPP;

#### Recommendations to discuss victim safety and strategies the PUV will use for risk reduction; and

#### Include information on the mentor relationship, which is initiated during BIPP and may continue as support after completion of the BIPP program. Bringing support people into the family increases protective factors. In order to increase protective factors, Contractor must help the PUV identify and facilitate a mentor relationship to provide support and reinforcement of non-violent behavior.

#### PUV’s who have unresolved traumas or other issues that interfere with BIPP engagement must be supported through a referral to individual counseling concurrently with BIPP attendance or after as deemed appropriate.

#### Couples counseling is not appropriate during BIPP attendance but may be recommended upon successful completion of the BIPP program.

#### Contractor must be available for consultation regarding issues such as supervised visitation, family safety issues, and other DFPS related concerns. Forms of consultation may include phone conversations, diagnostic consultation, family group decision-making conference, safety network meeting, or other DFPS request. Contractor will incorporate CPS requests from consultation into the PUVs individualized plan.

#### Homework in BIPP groups is assigned to assist with reinforcement and internalization of course objectives. When assigning homework based on [TDCJ guideline](https://www.tdcj.texas.gov/divisions/cjad/bipp.html) #13, child welfare topics must be included.

## BIPP Group Requirements. Group content must be organized and designed for complete delivery within a series of group sessions and content must contain TDCJ-CJAD approved BIPP program topics. Contractor must ensure that group sessions provide support group member entry to any series within the sessions at any time and facilitate completion of all sessions.

#### **Orientation.** This is a process to prepare clients for group sessions and will not count as one of the required 36 hours of BIPP. Orientation must include at minimum, but is not limited to the following:

#### An overview of the 18-week curriculum;

#### Explanation of the rules and attendance policy regarding excused and unexcused absences;

Clarification that monthly progress reports and a final closure summary on client performance will be submitted to CPS caseworker;

#### Description of the confidentiality policy (e.g., respect other group members’ privacy);

#### Discussion that occasional homework may be required;

#### Discussion that the client will be required to report his threats or acts of violence to the BIPP provider and develop an Accountability Plan. This plan will be developed by the client with input from the provider and group members regarding his use of threats or acts of violence;

#### Discussion of identifying mentors and their role; and

#### **Pre/Post Test.** Administering the BIPP Client Questionnaire, Form 5636 (Dominance Scale, Hamby, 1996) as a performance measure pre-test at the beginning of the BIPP and the identical form as a post-test at the conclusion of BIPP (see Section 2.31).

#### **Group Sessions.** Group session requirements must follow the [TDCJ-CJAD Guidelines](https://www.tdcj.texas.gov/divisions/cjad/bipp.html) and must include at the minimum, but is not limited to the following:

#### Groups facilitated by a single facilitator will not have more than 15 unrelated individuals;

#### Groups that are co-facilitated will not have more than 20 unrelated individuals. DFPS prefers co-facilitators who are of different genders regardless of group size. For groups that are co-facilitated, at least one facilitator must be a LPC, LMSW, LCSW, or LMFT and the other co-facilitator(s) may include the following:

1. Volunteers; or
2. Individuals who are training to be a facilitator;

#### Former PUVs will not be a sole facilitator for DFPS BIPP groups. However, former PUVs who want to work directly with PUVs to gain additional experience may assist as a co-facilitator of BIPP groups under BIPP provider supervision. Contractors may select former PUVs to be co-facilitators who meet the following requirements:

Successfully completed a BIPP program;

Committed to not using violence;

Have not used violence or coercive control for two years;

Willing to complete the Child Welfare Trauma Informed CBT identified above; and

Seek a volunteer opportunity for practice and reinforcement of BIPP skills.

1. Group intervention consists of group services provided simultaneously to at least two unrelated individuals to help meet individualized treatment goals.

#### Each group session must be two hours long and the program must be structured to be 18 weeks long;

#### Each PUV must complete a total of 36 hours of BIPP sessions in addition to Orientation;

#### The Contractor must provide the site for the group;

#### The Contractor must maintain a legible participant sign-in log;

#### The Contractor must document all cancelled groups and include the following in the documentation:

1. Reason for cancellation; and
2. Date, time, and method of cancellation notification.

#### **Specialized Groups**. Contractor must provide BIPP services to DFPS clients in a non-discriminatory manner, which includes providing women and male same-sex groups.

#### **Women’s Groups**

1. Contractor must place females attending BIPP in a women’s only group. Contractor must not place female same-sex partners/spouses in the same group with female heterosexual BIPP groups.
2. Contractor must not place a female victim voluntarily requesting to receive BIPP intervention services in a female PUV mandated group. Programs or providers must screen victims voluntarily requesting to receive BIPP intervention services to ensure that coercion is not taking place.
3. Contractor must provide victims with appropriate referral information for victim services.
4. If the program or provider does not have enough PUVs to constitute a group for female same-sex PUVs, the program or provider will provide individual sessions.

#### **Male Same-Sex Groups**

1. Contractor must not place male same-sex partners/spouses in male heterosexual BIPP groups.
2. If the program or provider does not have enough PUVs to constitute a group for same-sex PUVs, the program or provider will provide individual sessions.

## Curricula.

#### Contractor must use TDCJ-CJAD approved curriculum (see [TDCJ-CJAD Guideline](https://www.tdcj.texas.gov/divisions/cjad/bipp.html) #15).

#### Contractor must also include a Child Welfare Component in the curriculum that covers:

1. Information to ensure the PUV addresses the impact exposure to violence has on child(ren). Simply removing a child from a trauma-inducing situation does not take away the impact the trauma has made on the child, who often continues to live in fear and anxiety.
2. Because resistance is often lessened by the sixth to eighth group session, the Contractor must incorporate the impact of child exposure to violence during this time and use the "Lisa 911" audio clip located at the following link: <https://www.youtube.com/watch?v=G_ht2vAYPoc>.

#### The following topics are to enhance existing modules to address the child welfare component and fatherhood:

1. Awareness of the impact of witnessing violence or being aware of violence has on a child's development (i.e., emotional, physical and view of future relationships);
2. Explore experiences and perceptions the PUV had growing up and how it contributes to their current parenting;
3. Develop the PUV’s capacity to engage in healthy parent-child relationships by discussion of expectations of a parent;
4. Discuss the importance of a respectful and positive co-parenting relationship with the other parent;
5. Reduce the PUV’s self-centeredness and understand child self-centeredness;
6. Discuss how to rebuild trust with the child and family unit after the use of abuse; and
7. Discuss a plan for creating a safe place for the child and family.

## Reporting Requirements.

#### **Safety Concerns.** Contractor must report any known law violations by PUVs, incidents of physical violencedisclosed by PUVs, and/or terminationfrom the BIPP within five business days to the referring CPS caseworker.

#### **Monthly Progress Report.**

1. A Monthly Progress Report must provide information directly related to client's participation or lack thereof established by intervention goals and objectives. CPS will use the information provided in this report to assess child safety and/or report client progress to the court.
2. A typewritten Monthly Progress Report is required for clients participating in one or more BIPP group sessions.
3. The CPS caseworker must receive the Monthly Progress report by the tenth business day of the month following the month of service.
4. The report must include but is not limited to the following components:
5. Name of client;
6. Dates of session(s);
7. Location of session(s);
8. Type of service(s) provided (group and group education);
9. Dates of missed appointments and reasons;
10. Current goals of intervention including a detailed summary describing client's progress/participation or lack thereof in meeting goals identified in the individual plan;
11. As appropriate, recommendation for closure, early termination, or extension of services;
12. Whether client is engaging in the BIPP group, how the PUV has internalized BIPP intervention and prevention information and efforts, which indicate a demonstrated behavior change, if any and any input from the mentor indicating progress or concerns;
13. Concerns of the PUV, facilitators, the Caseworkers, the mentor, any family or team members, and what the client plans to focus on in the following month;
14. Ongoing safety concerns for victim(s) and child(ren);
15. Date and manner in which the report was submitted to the CPS caseworker; and
16. Summary of any contact with the victim or child(ren) by the BIPP provider during this time.

1. Additional reporting requirements for BIPP Group Sessions must include:
2. Attendance dates and session topic;
3. Detailed summary of client's participation;
4. A detailed description of the client's ability to process and implement new information;
5. Changes in client's behaviors and conditions that demonstrate enhanced or diminished protective actions contributing to child safety; and
6. Any significant occurrences must be reported, such as disruptive behaviors, inattentiveness, or other information useful in case planning.

## Closure Summary Report. This report describes a discharge from BIPP Services that has been discussed in advance with client and the CPS caseworker. Agreement is preferred, and recommendations are noted in the report.

#### Contractor must describe the client's progress towards satisfactory completion of BIPP, which also requires demonstration of the following behaviors by the PUV:

1. **Recognize** and identify behaviors that are harmful to others and progressively reduce patterns of power and control behaviors, beliefs, and attitudes of entitlement;
2. **Responsibility** for his/her own behavior and demonstrates awareness the decision to use violence is his/hers and not predicated on the behavior of victims;
3. **Re-education** that includes meaningful participation in the BIPP classes as well as homework assignments, and demonstrates an understanding of responsible co-parenting;
4. **Restitution** in the form of making amends for use of violence to the adult and child victims, which may include community service (see Section 2.14, Section 2.1, and Section 3.2); and
5. **Restoration** to be an individual who can be trusted to respect others and practice non-violence.

#### Contractor must submit a typewritten Closure Summary Report for each client indicating service will not continue in the following month.

#### The CPS caseworker must receive the Closure Summary Report within ten business days following the month of service.

#### The report must include but is not limited to the following components.

1. Name of client;
2. A detailed summary describing client's participation or lack thereof in meeting intervention goals identified in current Individual Plan(s);
3. Reason for case closure and recommendations. Additional conditions regarding safety and contact;
4. Date, signature, and credential(s) of the performing provider; and
5. Date and manner that the Closure Summary Report is submitted to the CPS caseworker.

## 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. 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* is also 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 and 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:

1. Work with the new clinician to prevent a disruption in treatment;
2. 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; and
3. Ensure that the new clinician reads and uses the information as he/she works with the new client.

## 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 BIPP group session;

#### A typewritten, comprehensive, individualized summary to include the group topic, DV Assessment identifying progress, obstacles, recommendations, and plans for the next scheduled session to include the date/time of next session;

#### Communication log of contacts with other professionals regarding each client, not limited to CPS, parole, probation, community referrals such as crisis shelters or other as applicable to client maintained in the client record. At a minimum the log must contain the date, person contacted, and purpose of the contact. Log must be provided to DFPS upon request; and

#### Copies of BIPP Coordination and Releases of Information Form 5635, made on behalf of the client for additional support services. Copies of these documents must also be provided to CPS caseworker within ten days of completion.

## 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 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.

## Billing Requirements.

#### Contractor must bill based on number of units authorized and provided (see Section 3.2).

1. DV Assessments: 1 assessment = 1 unit
2. BIPP Group:

1 hour = 1 unit, with each group being 2 hours (or 2 units) long in duration.

#### 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>.

#### 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.

#### Missed appointments (or no shows) are not payable under BIPP services.

## Support Services. Support Services are an array of services that aid in ensuring child safety, well-being, and permanency. The Contractor, upon request by CPS, must provide the following support services:

#### **Court Related Services.** 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 them to appear and testify.

* + - * 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:

1. A copy of the completed Service Authorization (Form 2054);
2. Court Related Services Case Note (Form 2057); and
3. Subpoena(s), if applicable.
   * + - 1. **Billing Requirements.** The Contractor must comply with the following requirements:
4. The unit of service is hourly, billed in 15-minute increments.
5. 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.
6. Mileage traveling to and from a courthouse or the site of service is not billable.
7. 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>.
8. The Contractor must:
9. Receive a valid Service Authorization (Form 2054) prior to the service being delivered;
10. Complete the Court Related Services Case Note (Form 2057) for each court appearance; and
11. Submit a completed, signed Form 2057 with its associated monthly billing invoice attesting to the delivery of service.
    * 1. **Diagnostic Consultation.** 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.

* + - * 1. **Service Requirements**

1. A diagnostic consultation must be initiated and authorized by CPS.
2. Contractor must receive a valid Service Authorization (Form 2054) prior to delivery of services.
3. Upon CPS request, a case note must be provided.
   * + - 1. **Client Record Documentation Requirements.** A Diagnostic Consultation Services Case Note (Form 5615) must be completed and filed in the client case file. The Case Note must include but is not limited to the following components.
4. Name of client;
5. Date of service;
6. Start and end time of consultation;
7. Location of consultation;
8. Purpose of Diagnostic Consultation;
9. Brief summary of case information shared at consultation;
10. Date and manner in which the report was submitted to the CPS caseworker, if requested by CPS; and
11. Date, signature, and credential(s) of the performing provider.
    * + - 1. **Billing Requirements.** The Contractor must comply with the following requirements:
12. The unit of service is hourly, billed in 15-minute increments.
13. 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.
14. Time traveling to and from the site of service is not billable.
15. Refer to Invoicing Procedures for Psychological and Treatment Services at

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

* + 1. **Translator and Interpreter Services.** When a referral is received for a client that has limited English proficiency or communication impairment, translator or interpreter services must be arranged by the Contractor.
       - 1. Translator and Interpreter Services are not an optional service.
         2. Translator and Interpreter Services are only reimbursable when provided by a subcontracted translator or interpreter that is not approved to provide contracted services.
         3. Translator and Interpreter Services provided under subcontract include, but are not limited to:

1. Provision of information and services in a manner understandable to the client using interpreters, translators, or other identified methods.
2. 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. **Service Requirements.** 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:
3. 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.
4. Translator and interpreter services provided under the terms of this contract are billable only when provided by a subcontracted translator or interpreter that is not approved to provide contracted services.
   * + - 1. **Client Record Documentation Requirements.** The following information must be maintained in the client file.
5. Need for service and type of service.
6. A statement signed by the client if the client refuses an interpreter.
   * + - 1. **Billing Requirements**. The Contractor must comply with the following requirements:
7. Contractor must obtain prior authorization from the CPS Contract Manager.
8. Payment will be made on a cost reimbursement basis as negotiated by the CPS Contract Manager.
9. Refer to Invoicing Procedures for Psychological and Treatment Services at

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

* + - * 1. **Reimbursement.** 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.

## Missed or Canceled Services.

#### **Services Missed or Canceled by Client.** Missed or canceled appointments are when time agreed to by the Contractor and the client is attempted but is unable to be completed because the client’s uncooperativeness, inability to participate at the scheduled time, or the client not being present.

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

* + - * 1. Contractor must not bill client for a missed or cancelled appointment.
        2. Missed appointments are not billable or reimbursed as part of BIPP services. The expectation is that clients will attend all modules and will make up missed sessions to receive a completion certificate.
        3. When two consecutive appointments are missed or canceled, the Contractor must notify the CPS caseworker or supervisor and obtain instructions on how to proceed. Contractor will not schedule further appointments unless instructed by CPS to do so.

#### **Canceled Appointments by Contractor.** Canceled appointments are when time agreed to by the Contractor and the client are canceled by the Contractor.

* + - * 1. The Contractor must provide at least a 24-hour notification to clients when a session must be canceled.
        2. If the 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 canceled session.
        3. Contractor must maintain documentation of notification and contacts with each client and CPS caseworker regarding cancellation of any session.
        4. Services canceled by the Contractor are not billable.

## General Contract Requirements.

#### **Contract Meetings.**

#### DFPS Contract Provider Orientation. All Contractors must attend an orientation at no cost to DFPS prior to receiving referrals from CPS.

#### 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. The Contractor and appropriate service providers must attend contract events at no cost to DFPS.

1. The Contractor will not receive direct compensation or be reimbursed by DFPS for expenses for time spent in or in travel to and from DFPS Contract Provider Orientation or Contract-Related Events.

#### **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.

#### Quality Product 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 feedback from DFPS and/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 and complete.

#### Contract Monitoring and Evaluation. The Contractor must cooperate with DFPS 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.

## Insurance.

## In order to mitigate risk under this Contract, the Contractor must submit all required insurance/bond coverage that meets or exceeds current minimum DFPS insurance requirements and provide the Certificate of Insurance prior to contract execution.

#### **Documentation Requirements.**

#### The Contractor must provide DFPS with documentation that meets these requirements, which includes but is not limited to insurance policies, accords, certificates, self-insurance plans and/or bonds. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage, and/or limits.

#### If the coverage will be provided through an insurance policy(ies) or other similar insurance document(s), then the issuing insurance company must be authorized to do business in the State of Texas and have "A" or higher rating.

#### If the coverage will be provided through a Self-Insurance Plan, then the plan submitted must cover any losses in the same manner as provided for in the more commonly seen insurance policy.

#### If the coverage will be provided through a bond or other financial instrument, then the issuer must be authorized to do business in the State of Texas.

#### **Minimum Insurance Coverage and 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.

1. **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**. The Contractor will be responsible for ensuring 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.

#### **Notice of Cancellation Endorsement Requirement.** For all insurance coverage, the Contractor agrees that it will request for any insurance policies or other similar document an endorsement that provides if the issuing company cancels the coverage before the end of the coverage period, and then will provide notice to DFPS with a 30 day notice of cancellation.

#### **Request for Documents**. Contractor will provide any documents required by DFPS under this Section without additional expense or delay.

## DFPS Background Check Policy.

#### The Contractor will comply with Background Check Requirements for all staff and professionals as required by Section VII(C) in the DFPS Vendor Uniform Terms and Conditions (see Section 1.7.1).

#### The Contractor will obtain information necessary to run these background checks via Forms 2970c and 2971c. 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 Form 1521 Fingerprint-Based Criminal History Checks and Form 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 will 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, 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.*** | |

## Subcontracting.

#### **Requirements.** In addition to **Section VII(T) of the DFPS Vendor Uniform Terms and Conditions,** Subcontractors providing services under the Contract must meet the requirements as specified in this contract for the service being provided.

Contractors planning to utilize Subcontractors must submit a copy of the following documentation within 60 calendar days of the effective date of this Open Enrollment’s resulting Contract.

#### **Translator and Interpreter Services**. Subcontract requirements do not apply to subcontracted Translator and Interpreter Services.

#### **Subcontractor Policy and Procedures.** The Contractor at a minimum, must:

1. Detail the 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. In addition to the requirements in **Section VII(C)** in the **DFPS Vendor Uniform Terms and Conditions**, 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 risk analysis, contract monitoring scope to include any Performance Measures and their associated metrics or methods used to determine performance, processes and tools, and methods used to report the results to the Subcontractor and documented efforts to the obtainment of resolution for substandard performance.
4. Detail procedures to monitor subcontracted services are being delivered and Subcontractors are being paid as required by the Contract.
5. Detail the process for handling Complaints about the Subcontractor.
   * 1. In addition to the Requirements in **Section VII(C)** in the **DFPS Uniform Terms and Conditions,** the Contractor’s Subcontract Agreement must at a minimum:
        + 1. Contain a clause requiring the Subcontractor to accept and abide by all terms and conditions applicable to Subcontractors under a Contract that results from this Open Enrollment.
          2. Hold DFPS harmless for the payment for services performed by the Subcontractor.
          3. Clearly describe Contract terms including but not limited to the following:
          4. All parties to the Contract;
          5. The scope of work to be performed;
          6. The administrative duties associated with the delivery of services;
          7. Work schedules or when work is to be performed;
          8. The credentialing requirements;
          9. Compensation and rates of pay to include a measurable method of payment and incentives or remedies and their basis;
          10. Contract performance requirements;
          11. Description of monitoring to be conducted;
          12. Reference or includes all terms required by the Contract;
          13. A termination clause; and
          14. All appropriate causes to accomplish the contracted services at the service level expected in the Contract.

## 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.

|  |
| --- |
| **OUTCOME MEASURE # 1** |
| **PERFORMANCE PERIOD:** Contractor performance 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 (PP1); March 1 through August 31 (PP2). |
| **INDICATOR:** Percent of unduplicated clients who complete their BIPP program during the Performance Period who have achieved at least 50% of the goals identified in their Individualized Plan. |
| **TARGET:** 93% |
| **PURPOSE:** To evaluate the Contractor’s effectiveness in facilitating clients' progress in controlling their behavior. |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:**  Numerator:  The numerator is the total number of unduplicated clients who completed their BIPP program during the Performance Period and achieved at least 50% of the goals identified in their Individualized Plan.  Denominator:  The denominator is the total number of unduplicated clients who completed their BIPP program during the Performance Period. |

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| **OUTCOME MEASURE # 2** |
| **PERFORMANCE PERIOD:** Contractor performance 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 (PP1); March 1 through August 31 (PP2). |
| **INDICATOR:** Percent of clients who show an improvement in their scores on the BIPP Client Questionnaire (Hamby, 1996). |
| **TARGET:** 50% |
| **PURPOSE:** To evaluate the Contractor’s effectiveness in facilitating clients' progress in controlling their behavior. |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:**  Numerator:  The numerator is the number of clients who completed the 18-week BIPP program during the Performance Period who showed an improvement in their scores on the BIPP Client Questionnaire.  Denominator:  The denominator is the number of clients who completed the 18-week BIPP program during the Performance Period. |

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| **QUALITY # 1** |
| **PERFORMANCE PERIOD:** Contractor performance 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 (PP1); March 1 through August 31 (PP2). |
|
| **INDICATOR:** Percent of aggregated favorable responses made to items in the BIPP Client Satisfaction Survey Questionnaires. |
|
| **TARGET:** 65% |
|
| **PURPOSE:** To evaluate the Contractor’s overall quality of service, as perceived by their Clients. |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:**  Numerator:  The numerator is the aggregated number of favorable responses to the BIPP Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their 18-week BIPP program during the Performance Period.  Denominator:  The denominator is the aggregated number of all responses, excluding Not Applicable (NA) or Blank responses, to the BIPP Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their 18-week BIPP program during the Performance Period. |

* + 1. **Performance Measure Requirements.** The Contractor will be responsible for supporting the collection of performance measure data for Outcome #1, Outcome #2 and Quality #1 as well as other required metrics. The Contractor must:

1. Enter the total number of unduplicated clients who completed their BIPP program during the Performance Period.
2. Enter the total number of unduplicated clients who completed their BIPP program during the Performance Period and who achieved at least 50% of the goals identified in their Individualized Plan.
3. Enter the number of clients who completed the 18-week BIPP program during the Performance Period who showed an improvement in their scores on the BIPP Client Questionnaire.
4. Enter the aggregated number of all responses, excluding Not Applicable (NA) or Blank responses, to the BIPP Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their 18-week BIPP program during the Performance Period.
5. Enter the aggregated number of favorable responses to the BIPP Client Satisfaction Survey Questionnaires obtained from all the unduplicated clients who completed their 18-week BIPP program during the Performance Period.
6. Keep all records of clients, client program completion, Individualized Plans, Client Satisfaction Survey Questionnaires, BIPP Client Questionnaires, and 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.
7. 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.
8. 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, February | March 1 – 31 |
| Performance Period 2 (PP2) | Mar, Apr, May, Jun, Jul, Aug | Sept 1 – 30 |

# UTILIZATION AND COMPENSATION

#### **Utilization**. Actual level of utilization or specific number of clients referred will vary. DFPS does not guarantee utilization or any level of utilization to any specific Contractor.

#### **Method of Payment**. Payment will be based on performance with a Fee-for-Service payment methodology 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.

#### Contractor will be compensated in accordance with the Fee Schedule below.

**FEE SCHEDULE**

**BATTERING INTERVENTION PREVENTION PROGRAM (BIPP)**

**Payment is based on “unit of service."** The allowable unit rate is based on information in the Unit Rate column in the table below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LMSW, LCSW, LMFT or LPC and a TDCJ-CJAD Accredited BIPP Provider**  **Or a TDCJ-CJAD funded BIPP Provider** | | | | |
| **Category** | **Service - Service Code** | **Location & Unit Rate** | | |
| **In Office** | **Out-of-Office** | **Telehealth** |
| **Domestic Violence Assessment Report**  1 unit = 1 assessment | Domestic Violence Assessment Report – 86K | $75.00 |  | $75.00 |
| **Group**  1 unit = 1 hour sessions are 2 hours long (2 units) | Orientation and Battering Intervention Prevention Program (BIPP) – 86L | $16.46  (2 units = $32.92) | $23.01  (2 units = $46.02) | $16.46  (2 units = $32.92) |
| **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. DFPS is not obligated to pay more than the contracted rates for performance.

#### The Contractor will not receive any payment unless services are provided.

#### DFPS will not provide cash advances to Contractors.

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

* + 1. **Instructions for Invoicing DFPS**

No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices mailed to regional Contract office.

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. Delivered Services Input, Form 2016, 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; and
  4. If applicable, a signed and dated certification completed by the interpreter/translator documenting the following:

1. The date and actual service time for each episode of service delivery;
2. The amount due per episode;
3. The calculation of the total amount billed for the billing month; and
4. Signature of therapist affirming the interpreter/translator's participation and accuracy of billing per episode.
5. Any other supporting documentation requested by the Department.
   1. **Unauthorized Claims.** 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; or
      3. Service claims that exceed the number of units or fall outside the timeframes specified on Service Authorization (Form 2054).

#### **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 at the designated DFPS contract office.

#### Failure to submit invoices on time may be considered a contract compliance issue and may be used in evaluating whether to renew or terminate the contract.

## Sufficient Resources. The Contractor should expect a two-month delay between the time the Contractor begins providing services and the time that DFPS makes payment for those services; therefore, Contactor must maintain a minimum of two months reserve during the entire term of the contract.

# APPLICATION SUBMISSION & SCREENING

## Open Enrollment Cancellation/Partial Award/Non-Award. At its sole discretion, DFPS may cancel this open enrollment, make partial awards, 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 to withdraw to the DFPS Point of Contact in [subsection 1.2](#_Point_of_Contact).

## Application Submission Instructions. Applicant will submit the BIPP Services Open Enrollment Application and Required Forms (see Section 5.1) to Point of Contact (see Section 1.2).

## Organization of Electronic Submission of Application. Applicant must organize the signed and scanned Application as provided for in Appendix B (See Section 5.1, 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.

# Organization of Electronic Submission of Application

* 1. Battering Intervention and Prevention Program (BIPP) Services Open Enrollment Application and Required Forms is located in **Package 2**.

Appendix A: Applicant Instructions

Appendix B: Required Forms