



Jaime Masters, Commissioner

Open Enrollment

For

**Substance Use Disorder (SUD) Services**

**Enrollment Number: HHS0011158**

Enrollment Period Opens: May 2, 2022

Enrollment Period Closes: August 31, 2027

NIGP Class/Item Code:

952-06

952-07

***Updated 09/01/2022***

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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 Substance Use Disorder 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.
	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%3A%5CUsers%5Cwillial6%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CBHVFUC3W%5CHHS%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. Potential Applicants and Enrolled Providers must 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 | ***March 1, 2022*** |
| Open Enrollment Period Closes | ***August 31, 2027*** |
| Anticipated Contract Start Date | ***No earlier than September 1, 2022*** |

* + 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. **Historically Underutilized Businesses (HUB)**

DFPS adheres to the administrative rules, policies, and forms developed by the Health and Human Services Commission relating to Historically Underutilized Businesses (HUBs). This PEN does not require Respondents to complete a HUB Subcontracting Plan. For more information about the HUB program at DFPS, contact the DFPS HUB Coordinator at: dfpshub@dfps.texas.gov

* 1. **Open Enrollment Background**
	2. 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.
		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.
	3. **Eligible Applicants.** Applicants must comply with the following to receive a Contract award through this Open Enrollment:
	4. 1. Submit a Substance Use Disorder (SUD 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 Substance Use Disorder 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>

Enrolled Providers must check the above linked website periodically for any updates for any associated enrollment contracting documents. A Provider’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. 1. If awarded a Contract, the Applicant will execute a Substance Use Disorder (SUD) Contract prepared by DFPS.
		2. The Contract term will begin no sooner than September 1, 2022 and will end on August 31, 2027.
	2. **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.
	3. **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; and

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

## Need for Service

DFPS seeks to Contract with qualified providers to assist CPS in achieving its program purpose and objectives by providing Substance Use Disorder (SUD) Services. DFPS does not guarantee any minimum level of utilization or specific number of referrals. Utilization rate will vary according to the needs of staff, individual client needs, and regional allocations. The final decision for use, partial use, and non-use of these professional services lies within the authority of DFPS.

## Contracted Substance Use Disorder (SUD) Services

DFPS purchases the following direct client services to meet the individual need for substance use disorder.

#### **Assessments Services**

#### Substance Abuse Assessment

#### **Substance Use Disorder Treatment Services**

#### Individual Counseling

#### Group Counseling

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

#### Court Related Services

#### Diagnostic Consultation

## Service Delivery Areas

#### The open enrollment for Substance Use Disorder 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.

#### **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 in-person 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 the standards established by the respective licensing or certifying board of the professional providing these 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.**

* + - 1. 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-person services. See Table 3 in Section 3.2.2, Fee Schedules.

#### DFPS may adjust the service delivery areas served by the Contractor at any time to meet the service needs of DFPS.

## Eligible Population

#### Individuals referred directly by DFPS are eligible for services. DFPS determines eligibility; Contractor must serve all clients properly referred by DFPS.

## Client Characteristics

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

#### Involuntary clients, especially for assessments;

#### Parents or caregivers who care for abused and neglected children and need these services as a means of preventing future abuse; or,

#### Person(s):

1. To whom the court had ordered DFPS to provide services;
2. Who have been or are currently involved in the criminal justice system; or,
3. With limited English proficiency.

## Minimum Qualifications

#### **Minimum Organizational Qualifications**

1. Be a licensed as a Substance Abuse Treatment Facility (SATF), also known as Chemical Dependence Treatment Facility (CDTF) by the Department of State Health Services (DSHS) to provide Substance Use Disorder (SUD) Services.
2. Maintain licensure throughout the life of this contract and any renewals; and,
3. CDTF must be enrolled in Medicaid and Medicaid Managed Care program(s) operating in their service area.

#### **Minimum Staff Qualifications**

Contractor will assign only qualified personnel to this Contract. Contractor must ensure service providers and staff responsible for their supervision complies with SATF/CDTF licensure:

1. Qualified Credentialed Counselors (QCC) as defined by the DSHS licensure standard for assessment completion;
2. Have the necessary experience to perform the service; and
3. Eligible as a Medicaid provider to perform and bill for the service.
4. DFPS has provided a resource for Contractors that supports services purchased under this PEN for certification and training in Trauma-Informed Child Welfare Practice, evidence-based program interventions, and other resources at the DFPS website:

[**http://www.dfps.state.tx.us/training/trauma\_informed\_care/**](http://www.dfps.state.tx.us/training/trauma_informed_care/)

####  **Substitutions**

Contractor may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required as identified under SATF/CDTF licensure. Contractor will provide to DFPS prior written notice of any proposed change in key personnel who will provide services under this Contract. DFPS will make the final determination whether staff is equally skilled and qualified.

## 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).

**Contractor must receive a current Form 2054 and Referral Form 2062 prior to rendering services**.

#### Contractor must maintain Form 2054 authorizing the service in each client's record as basis for payment from DFPS. The individual case record must include the Form 2054 and the Contractor must follow the specifics addressed in the form, including but not limited to:

1. The time limit specified.
2. Services end at the earlies date, based on when one of these events occurs:
3. The number of units specified on the Form 2054 have been delivered; or,
4. The request for services is withdrawn by DFPS.

#### DFPS will not pay or will institute collection if payment has already been made for the following claims:

1. Services or service types not specifically authorized by this contract, for example, detoxification and in-patient services.
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 the Form 2054.
4. Medicaid eligible without an acceptable denial.
5. Missed appointments.

#### **Referral Information**

The referral must include a completed:

#### [Form 2062](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services), Referral for Substance Abuse Services.

1. [Form 2063](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services), Release of Confidential Information, signed and dated by the client.
2. Section 1 completed by DFPS.
3. Section 2 must be completed by Contractor.
4. In addition, the referral packet may include:
5. A cover memo requesting the services;
6. A description of the psychological testing report or other assessment;
7. A Family Plan of Service; and
8. Other information that would help the Contractor provide appropriate services.

#### **Initial Contact**

Contractor must:

1. Utilize an appropriate contact method designed to maximize the changes the referred individual will respond and honor appointment dates.
2. Contact the client within three (3) business days of receipt of forms listed in Section 2.9.
3. Begin the authorized service within ten (10) business day of receipt of the completed forms listed in Section 2.9.
4. DFPS anticipates that emergency situations may occur, requiring a need for expedited services. Contractor must work with DFPS to expedite service delivery as requested.

## Missed or Cancelled Appointments

#### **Services Missed by Client**

1. Contractor must contact the CPS caseworker by 5:00 p.m. on the business day following any missed or cancelled appointment.
2. Contractor must not bill client for a missed or cancelled appointment.
3. **Missed appointments are not billable to CPS**.
4. If a referred client misses or cancels two (2) consecutive appointments, 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**

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

## Major Service Deliverables

DFPS purchases SUD SERVICES to assess individual service needs and meet identified need for treatment, as appropriate for clients who abuse alcohol or engage in the abuse of, improper use of, or dependency on illegal or legal drugs. Major Service deliverables include any individual or combination of the following:

1. Assessments;
2. Substance Use Disorder treatment;
3. Court related services; and
4. Case specific diagnostic consultation.

#### **Substance Abuse Assessment**

An assessment will be authorized for each individual referred to the CDTF. Individuals must be assessed by a qualified credentialed counselor (QCC), as defined by the DSHS licensure standard) to determine the severity of a client’s substance abuse disorder and identify their treatment needs.

As part of child safety, substance abuse assessment needs to address current use of drugs and alcohol. The assessment process consists of two main tasks:

1. Intake, which includes the completion of the following:
2. Basic demographics;
3. Reason for referral;
4. Substances abuses; and
5. To some extent, a brief summation of the client’s expectations regarding the proposed services.
6. **Assessment**

The administration and the determination of results of a substance abuse assessment tool. The assessment tool should identify problems associated with substance use including but not limited to the following minimum requirements:

1. The most recent version of Diagnostic and Statistical Manual (DSM) diagnosis, if applicable;
2. The issues identified in the CPS client referral information;
3. The identification of the parent/caregiver’s strengths, diminished protective capacities and unmet needs of the child(ren);
4. The parent/caregivers’ perception of family problems, to include how the parent/caregivers’ substance use poses threat to child safety and risk and why the child is in care or involved with CPS;
5. The parent/caregivers’ ability to protect the child(ren) from abuse or neglect;
6. The parent/caregiver’s ability to problem solve and utilize resources;
7. The family’s support system and extended family;
8. Substance Abuse;
9. Family Violence Issues;
10. Parent/Caregivers’ ability to function as provider for the family;
11. Evaluation of safety threats and continued risk to the child; and,
12. Specific recommendations for further evaluation or continued treatment.

####  **Additional Assessments**

DFPS normally authorizes only one assessment per client; however, additional assessments may be considered when:

1. Medically indicated; or,
2. Individual is transitioning in their level of treatment (e.g. residential to outpatient treatment).

Assessment is due to DFPS not later than ten (10) business days following face to face meeting. Documentation of the assessment must be maintained in the client's record, and must include a copy of completed [Form 2063](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services).

#### **Substance Use Disorder Treatment**

DFPS will authorize substance use disorder treatment services individually as a separate service after review of the assessment report completed by CDTF. DFPS may consult with the CDTF, but the decision to refer for treatment is solely that of DFPS.

1. Substance abuse treatment must be provided:
2. On an outpatient basis;
3. Face to face; and,
4. Within guidelines consistent with Medicaid requirements.
5. DFPS does not authorize detoxification, residential treatment, or medical services under this contract. DFPS may authorize two types of counseling treatment:
6. Group Counseling

Group counseling by QCC is the preferred DFPS treatment. Treatment is designed to equip clients with skills needed to understand the disease concept and maintain sobriety.

1. Individual Counseling.

If there are issues with group counseling, DFPS may, after consultation with the CDTF authorize individual counseling; however, the decision to refer client for individual counseling treatment is solely that of DFPS.

#### **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. Case Specific Diagnostic Consultation

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

####  **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 past employees, agents, volunteers, consultants, or subcontractors to appear and testify.

DFPS purchases Court Related Services when legally necessary.

1. **Service Requirements**
2. 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.

1. 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](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#General_Documents)
3. Subpoena, if applicable
4. **Billing**

The Contractor must comply with the following requirements.

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

1. 1 hour = 1 unit
2. 45 minutes = 0.75 unit
3. 30 minutes = 0.50 unit
4. 15 minutes = 0.25 unit
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 5500CHEM, Invoicing Procedures for Chemical Dependency located on the Regional CPS Contracting Forms Website at the following URL.

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

1. The Contractor must:
2. Receive a valid Service Authorization, Form 2054, prior to the service being delivered;
3. Complete the Court Related Services Case Note, [Form 2057,](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services) for each court appearance; and
4. Submit a completed, signed [Form 2057](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services) with its associated monthly billing invoice attesting to the delivery of service.

#### **Case Specific 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**

CPS must initiate and authorize a diagnostic consultation.

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

Upon CPS request, Contractor must provide a completed Case Note ([Form 5615](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Serviceshttp://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)) to the caseworker.

**Client Record Documentation Requirements**

Contractor must complete a Diagnostic Consultation Services Case Note [Form 5615](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp) include it 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;

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.

1. 1 hour = 1 unit
2. 45 minutes = 0.75 unit
3. 30 minutes = 0.50 unit
4. 15 minutes = 0.25 unit
5. 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.
6. **Time traveling to and from the site of service is not billable.**
7. Refer to 5500 CHEM, Invoicing Procedures for Chemical Dependency located on the CPS Regional Contracting Forms website at the following URL.

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

## Communication to CPS

####  **Substance Abuse Treatment Expectations**

[Form 2040](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services), Substance Abuse Treatment and Intervention Exception Form must:

1. Be completed by the Contractor as a means of communicating client changes to CPS;
2. Be sent to the CPS Caseworker/Supervisor within twenty-four (24) hours of appointment;
3. Provide this information in at least two (2) of the following ways:
4. Phone Call;
5. E-mail; or,
6. Fax.

####  **Treatment Plan**

All treatment services require documentation to support the medical necessity of the service rendered. The client’s written treatment plan is therefore required and must be provided and maintained within requirements outlined below throughout the course of treatment:

1. Initial Treatment Plan

The Contractor's initial treatment plan shall identify the issues, intervention strategies, and goals of treatment.

1. Treatment Plan Minimum Requirements

A treatment plan and supporting documentation must include, but is not limited to, the following components:

1. Identification and rank the issues to be addressed based on the client’s assessment; including those identified in the CPS referral and any child safety threats
2. define goals;
3. write an objective for each goal;
4. determine strategies/interventions;
5. Address DSM-TR axis;
6. Recommended projected length of services and frequency;
7. Dated signature of participating client;
8. Dated signature of performing CDTF staff;
9. Drug tested method and frequency of testing, if appropriate;
10. A Relapse Prevention Safety Plan; and
11. Date and manner in which the plan was submitted to the CPS Caseworker.
12. Due Date for Initial Plan

Initial treatment plan is due to the DFPS caseworker no later than twenty-one (21) business days following the initial referral for treatment.

1. Updates to Treatment Plan

Treatment plan must be updated at least every ninety (90) days, and at one (1) year.

1. Due Date for Updates Treatment Plan

Contractor must submit each update to the plan to the CPS Caseworker no later than ten (10) business days following the cycles cited in Section 2.12.2 (A) and Section 2.12.2 (D).

####  **Quarterly Summary Notes**

Contractor must provide quarterly summary notes to DFPS caseworker detailing approach, progress or lack of progress at least every ninety (90) days. Notes must include sufficient information to keep the DFPS caseworker updated at a minimum the notes must address:

1. Sessions scheduled and attended by the client;
2. Primary purpose of the session;
3. Level of participation, engagement, and responsiveness of client;
4. Discussion summary by session;
5. Progress towards treatment goals;
6. Number of substance abuse tests, results; and,
7. Plans for upcoming sessions.

It may be necessary or required between quarterly summary notes to communicate in writing with CPS. [Form 2040](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services), Substance Abuse Treatment and Intervention Exception Form is one tool available to the Contractor for that purpose.

####  **Discharge Plan**

To document and report closure of treatment services case due to either completion or termination. Contractor must provide a discharge plan to DFPS no later than ten (10) business days after closure. A Discharge Plan must include, but is not limited to, the following:

1. Name of client(s) seen;
2. Summary with sufficient detail to support the client’s participation and progress, or lack thereof, in meeting goals identified in the Treatment Plan as applicable;
3. Reason for case closure;
4. Dated signature of performing QCC;
5. Date and manner in which the summary report was submitted to the CPS caseworker; and
6. Any recommended protective measures.

####  **Substance Abuse and Alcohol Testing**

#### Substance abuse and alcohol testing is not payable as a separate expense in this Contract. It is expected that the Contractor will have a method for testing as needed for treatment services.

#### **Positive Test Results**

1. Client Admission

DFPS considers a clients’ admission of current drug use or abuse of alcohol as a "positive" drug result. Clients’ denial of drug use should not be considered a negative drug test result.

1. Documentation

Contractor must communicate and document the clients’ self-reporting or the positive test result to the DFPS caseworker within twenty-four (24) hours, including:

1. Substances Tested; and,
2. Cut off levels.

#### **Limits on Service Duration**

Limits on service duration are defined by:

1. Medicaid protocol; or,
2. Form 2054, Service Authorization; and
3. The needs of the referred client; and
4. Request from CPS for discontinuation of services.

Specific maximum units are detailed in Section 3.2.2 (B), Table 3, Fee Schedule for Substance Use Disorder Services.

## Required Record Keeping

The Contractor must ensure compliance with all record keeping requirements stated in this contract as well the DFPS Standard Terms and Conditions, Record Keeping. Contractor must house all records in a central location and made available and accessible to DFPS without limitations.

| Table 1 - Required Records |
| --- |
| Individual Client Service Case Record |
| Purpose | To support and maintain details of services requested by DFPS and provided by the Contractor.  |
| Minimum Requirements | Contractor must maintain (hard copy) individual case records for each referred client. Individual file must include at a minimum, but is not limited to the following documentation:Valid Form 2054, “Service Authorization,” date stamped with receipt date;Referral Form - Form 2062;Release of Confidential Information Form – Form 2063Additional referral information, if applicable;All contacts, attempts to contact;All appointments including:The agreed upon date and time;Any subsequent additional appointments or rescheduling; andRecord of missed or rescheduled appointments including required notifications to CPS Caseworker.Record of CPS worker notifications or other contract related contacts;Copy of each Form 2040 completed and shared with CPS;Completed Substance Abuse Assessment to include:Contractor’s signed and dated review and notes;Completed tools and any information provided by the client;Specific results of the assessment;Specific recommendations, if any, to reference additional treatment; andDate submitted to DFPS and to whom it was submitted.If applicable, records detailing Substance Abuse Treatment to include:Treatment PlanSession notes specific to each group and individual session held;Changes to Treatment Plan as treatment progresses; andResults of any drug or alcohol tests and date and name of DFPS staff to whom any positive results were reported.Detail of any court related services, if provided;Detail of any case specific diagnostic consultation, if provided;Detail of any other service authorized and provided under this contract; andCopy of all required reports. |
| Required Personnel Records |
| Purpose | To support and maintain for monitoring purposes evidence of the Contractor’s minimum requirements for staff, subcontractors, and volunteers with regards to qualifications. |
| Minimum Requirements | Individual file for each staff, subcontractor and volunteer must include at a minimum, but is not limited to the following documentation:Documentation clearly establishing that the Contractor's service providers meet the minimum qualifications required by:Medicaid;Any State Licensing Authority;The Contractor’s personnel policy; andRequirements stated in this contract.Copy of Forms 2970c and 2971c, Criminal and DFPS History Check;Copy of background check results;Copy of Insurance, if applicable;Copy of signed DFPS Form PCS-102SUD including approval to work on contract; andSubcontract, if applicable. |
|  Billing Records |
| Purpose | To support and maintain for monitoring purposes evidence invoices, payments and adjustments related to services provided by the Contractor and billed to DFPS. |
| Minimum Requirements | Contractor must create and maintain reliable and accurate records to support all actions related to invoicing, payments and adjustments for services provided to DFPS clients including those billed to and paid by Medicaid. Records must include at a minimum, but are not limited to the following:Copy of all pre-bills provided by DFPS and submitted by the Contractor as an invoice;Form 2016, delivered Services Input;Form 4116X, State of Texas Purchase Voucher;Documentation clearly establishing date signed invoice was submitted; andAny other supporting documentation requested by DFPS. |

## Required Reports

| Table 2 - Required Reports |
| --- |
|  Substance Abuse Assessment |
| Purpose | To assess and determine the severity of an individual’s substance use disorder and identify treatment needs. |
| Minimum Requirements | Contractor must maintain (hard copy) in individual case records for each referred client. The assessment must include at a minimum:Elements and items identified in Section 2.11.1, Substance Abuse Assessment. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Assessment is due to DFPS not later than ten (10) days following face to face meeting. |
| Who Receives | DFPS referring Caseworker |
| Form 2040, Substance Abuse Treatment and Intervention Exception Form  |
| Purpose | To help keep CPS updated as needed or required between Quarterly Summaries on essential events or information. |
| Minimum Requirements | Contractor must maintain (hard copy) in individual case records. The Form 2040 must include at a minimum:Information referenced in Form 2040 applicable to the event or information being reported. |
| Format | 1. Use the required Form 2040 available via DFPS Support Resources and Information. Form 2040 and can be located at: <http://www.dfps.state.tx.us/PCS/Regional_Contracts/forms.asp>.
 |
| Due Date | Form 2040 is due to DFPS not later than twenty-four (24) hours following any event of information required to be reported by the Form. |
| Who Receives | DFPS referring Caseworker |
| Treatment Plans |
| Purpose | To document and support the medical necessity of services to be provided under outpatient (ambulatory) substance abuse treatment. |
| Minimum Requirements | Elements and items identified in Section 2.12.2, Outpatient (Ambulatory) Substance Abuse Treatment. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Initial treatment plan is due twenty-one (21) business days after initial DFPS referral for treatment.Treatment plan must be updated at least every ninety (90) days and at one (1) year if services are still authorized. |
| Who Receives | DFPS referring Caseworker. |
| Quarterly Summary Notes |
| Purpose | To provide DFPS caseworker information detailing approach, progress, or lack of progress. |
| Minimum Requirements | Must include sufficient information to keep the DFPS caseworker updated on:Elements and items identified in Section 2.12.3, Quarterly Summary Notes. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Assessment is due to DFPS not later than ten (10) business days following the initial session and continuing every ninety (90) days through the end of treatment. |
| Who Receives | DFPS referring Caseworker |
| Substance Abuse and Alcohol Testing |
| Purpose | To support decisions regarding child safety where substance abuse is known or suspected to be a contributing factor. |
| Minimum Requirements | Elements and items identified in Section 2.12.5, Substance Abuse and Alcohol Testing. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Within twenty-four (24) hours. |
| Who Receives | DFPS referring Caseworker |
| Discharge Plan |
| Purpose | To document and report termination of treatment services and closure of the case by the Contractor. |
| Minimum Requirements | A closure summary report must include, but is not limited to, the following:Elements and items identified in Section 2.12.4, Discharge Plan. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Ten (10) business days of completion or termination of services |
| Who Receives | DFPS referring Caseworker |
| Contract Performance Data Report |
| Purpose | To collect, document and report contract performance measure data. |
| Minimum Requirements | Elements and items identified in Section 2.15, Performance Measures. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Quarterly as defined in the Report and instructions contained in Exhibit E, Performance Measures. |
| Who Receives | DFPS Contract Performance Division |
| Complaint Report |
| Purpose | To document, coordinate, respond and report the results of Contractor investigations into complaints related to service delivery. |
| Minimum Requirements | Elements and items identified in DFPS Standard Terms and Conditions, Complaint Process. |
| Format | To be determined by DFPS and the Contractor. |
| Due Date | Within five (5) business days of being notified of the complaint |
| Who Receives | DFPS Contract Manager |

## 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.

####  **Performance Measures**

|  |
| --- |
| **CRITICAL TASK #1** |
| **PERFORMANCE PERIOD:** Contractor performance for this measure 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 Initial Treatment plans delivered to DFPS Caseworker(s) within twenty-one (21) business days following initial referral for treatment. |
| **TARGET:** 95% |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:** Numerator:The total number of Initial Treatment plans (from the denominator) delivered to DFPS Caseworker(s) within twenty-one (21) business days of receipt of required referral documents.Denominator:The total number of Initial Treatment plans due to DFPS Caseworker(s) after receipt of required referral documents during the Performance Period. |

|  |
| --- |
| **CRITICAL TASK #2** |
| **PERFORMANCE PERIOD:** Contractor performance for this measure 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 clients’ admission(s) of current drug use or abuse of alcohol or clients’ positive test result(s) reported to DFPS Caseworker(s) within twenty-four (24) hours. |
| **TARGET:** 95% |
| **DATA SOURCE:** Self-reported by Contractor. |
| **METHODOLOGY:** Numerator:The total number of clients’ admission(s) of current drug use or abuse of alcohol or clients’ positive test result(s) (from the denominator) communicated to DFPS Caseworker(s) and documented within twenty-four (24) hours.Denominator:The total number of clients’ admission(s) of current drug use or abuse of alcohol or clients’ positive test result(s) (while under the Contractor’s care) during the Performance Period. |

####  **Performance Measure Requirements**

The Contractor will be responsible for supporting the collection of performance measure data for Critical Task #1 & Critical Task #2 as well as other required metrics. The Contractor must:

1. Enter the total number of Initial Treatment plans due to DFPS Caseworker(s) after receipt of required referral documents during the Performance Period.
2. Enter the total number of Initial Treatment plans delivered to DFPS Caseworker(s) within twenty-one (21) business days of receipt of required referral documents during the Performance Period.
3. Enter the total number of clients’ admission(s) of current drug use or abuse of alcohol or clients’ positive test result(s) (while under the Contractor’s care) during the Performance Period.
4. Enter the total number of clients’ admission(s) of current drug use or abuse of alcohol or clients’ positive test result(s) (while under the Contractor’s care) communicated to DFPS Caseworker(s) and documented within twenty-four (24) hours.
5. Keep all records of: clients, client referral documentation including 2054s, authorized services and services provided, client evaluations or assessments, test results, treatment plans, discharges, admissions of use, 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.
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 |

## Continuity of Treatment 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 or caregiver involved in a case with CPS. The documentation of client records is thought to improve the quality of care in at least two ways:

1. First by improving efficiency by preventing duplication and promoting follow-up of important clinical findings; and
2. Second, by reducing possible harm by preventing inappropriate actions or taking actions that the patient has expressly declined.

####  A continuous treatment relationship is thought to promote trust which is a core part of the clinician-patient relationship and can itself be a part of the healing process. In the event there is a reason for a treatment provider to discontinue treatment provision to a client, that provider must:

1. Work with the new provider to prevent a disruption in treatment; and,
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.
3. New providers are required to read and use the information as they work with the new client.

## Develop, Manage, and Maintain Quality

####  **Quality Product Delivered to DFPS**

The Contractor must implement and maintain quality assurance to ensure the product satisfies the requirements of this contract. Contractor must respond to feedback from appropriate parties relative to services provided under contract and incorporating that feedback into SUD services provided to DFPS.

The Contractor must monitor, evaluate, and apply actions necessary for continuous improvement of SUD services.

####  **Timely Product Delivered to DFPS**

Contractor must manage referrals to ensure timeframes and quality expectations can be met.

## Provide Contract Maintenance

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

The contractor must cooperate with DFPS in monitoring and evaluating services provided under this contract.

####  **Provide Feedback to CPS Staff**

At the request of DFPS, the Contractor must provide DFPS informal information on the status and progress of referrals. The informal information will be at no charge to DFPS.

####  **Participate in Contract Meetings**

DFPS can request meetings related to the contract, such as complaint investigations, billing issues, and other contract related issues. The Contractor and appropriate Service Providers must attend contract meetings at no cost to DFPS.

## 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 "B" 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.

Insurance may be provided as a blanket policy by the CDTF or by the individual professionally licensed employee of the CDTF.

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.

####  **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.

## DFPS Background Check Policy

#### Section [411.114](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.411.htm) 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>

## 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. 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-102SUD; available on the Regional CPS Contracting Forms 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.

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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.

#### **Historical Utilization**

Historical service utilization within the region is not available for the services being purchased under this PEN. Purchase of the specific deliverables, the duration of the services and the limitations are a new and unique approach for the SUD services being purchased under this PEN useful historical utilization is not available.

## Compensation

#### **Availability of Funds**

This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.

#### DFPS does not guarantee funding at any level and may increase or decrease funds at any time during the term of a contract resulting from this procurement.

The Contractor cannot use 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**

1. 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.
2. **Fee Schedules**

Contractor will be compensated according to the Fee Schedules in Tables 3 below.

| Table 3 – Fee Schedule for Substance Use Disorder Services |
| --- |

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Service - Service Codes** | **Unit Rate** | **Limitations** |
| Assessment | CDTF Assessment performed by a qualified credentialed counselor (QCC) (as defined by the DSHS licensure standard) to determine the severity of an individual's SUD and identify treatment needs.DFPS Service Code: 83FTelehealth Service Code: 93F | $41.35 | Once per episode of care |
| Group Counseling | CDTF Group Counseling performed by a qualified credentialed counselor (QCC) (as defined by the DSHS licensure standard) to equip clients with skills needed to understand the disease concept and maintain sobriety.DFPS Service Code: 83HTelehealth Service Code: 93H | $18.00Per Hour | Provided in one (1) hour incrementsMaximum: 135 hours per calendar year |
| Individual Counseling | CDTF Individual Counseling performed by a qualified credentialed counselor (QCC) (as defined by the DSHS licensure standard) to equip clients with skills needed to understand the disease concept and maintain sobriety.DFPS Service Code: 83GTelehealth Service Code: 93G | $58.00Per Hour | Provided in fifteen (15) minute incrementsMaximum: 26 hours per calendar year |
| Court Related Services | When legally necessary and appropriate for the well-being, safety, or permanency of the child. DFPS Service Code: 86H | $47.00 Per Hour | Only billable when specifically requested and authorized by DFPS.Maximum: Controlled by Service Authorization, Form 2054. §2.11.5 Court Related Services for more specific limits and requirements |
| Case Specific Diagnostic Consultation | To obtain professional recommendations and opinions about a specific client.DFPS Service Code: 83K | $47.00 Per Hour | Only billable when specifically requested and authorized by DFPS.Maximum: Controlled by Service Authorization, Form 2054§2.11.6 Case Specific Diagnostic Consultation for more specific limits and requirements |

1. **Court Related Services**

The unit of service for court related services is per hour spent waiting to testify or delivering services. Time spent preparing for or documenting Court Related Services are not billable. Contractor must bill time in increments of fifteen (15) minutes.

1. **Travel**

Travel within the Service Delivery Area related expenses and time to provide court related services are not directly billable.

1. **Contract Specific Training**

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

1. **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.

#### **Medicaid – Condition of Payment**

DFPS requires that Medicaid (Traditional and Managed Care) be the first source of payment for eligible clients who receive covered services.

#### **Process Requirements**

Individuals referred by DFPS and served through the Contract may be Medicaid (Traditional or Managed Care) eligible. Contractor must have a process to verify the Medicaid eligibility of the individual served, initially and on an on-going basis. This process should include requesting a copy of the Medicaid card at the first encounter and periodic verifications of eligibility, as well as being informed and following the process for service providers based on the individual's Medicaid plan.

#### **Utilization Required**

Medicaid must be utilized for Medicaid eligible services for Medicaid eligible clients except as stated in Section 3.2.9. The Contractor must use Medicaid (Traditional or Managed Care) as the source of payment for eligible individuals when Medicaid reimburses for the identified service. If the Contractor chooses not to utilize Medicaid for any Medicaid eligible individual, then the Contractor cannot bill DFPS for the service.

#### **Documentation**

The Contractor must keep documentation to support Medicaid requirements and results of Medicaid and Managed Care verification and claims in the client file.

#### **Failure to Bill Appropriately**

#### Failure to appropriately bill Medicaid for an eligible service will result in reimbursement to DFPS for any payments made by DFPS.

#### **Payment in Full**

The Contractor will accept Medicaid or Medicaid Managed Care compensation as payment in full for covered services.

1. The Contractor must not bill DFPS until the Medicaid claim is finalized.
2. If there is a double billing, the Contractor will reimburse DFPS for the payment.

#### **Medicaid Refusal to Pay**

Payment will be made through this contract with proof of denial from Medicaid except when the Medicaid denial is due to Contractor:

1. Error; or,
2. Failure to take appropriate and timely action to bill or appeal Medicaid denial of payment.

#### **Regulation Compliance**

The Contractor will remain in compliance with 45 CFR Part 74 as applicable, Office of Management and Budget (OMB) Circulars A-133, A-110, A-21, A-87, and A-122 as applicable, the Texas Grant Management Standards (TxGMS) as applicable, and 40 Texas Administrative Code (TAC) §§732.240–256 as applicable.

1.

## 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.

1. **Instructions for Invoicing DFPS**
2. 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.
3. Invoice billing statements submitted to DFPS must include:
4. Department pre-bill, signed and dated, reflecting services authorized and delivered;
5. Signed State of Texas Purchase Voucher, Form 4116X
6. 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;
7. Medicaid denial notice, if applicable;

#### **Payment**

Payment will be made after receipt of a complete and correct invoice. The Contractor will utilize a DFPS pre-bill to indicate the services authorized and delivered.

Contractor will not be paid for services provided:

1. Without a signed Form 2054, Service Authorization;
2. Services provided within a date range that exceeds the authorized date range on the Form, 2054, Service Authorization; or,
3. Without the required supporting documentation.

#### **Due Date**

1. 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.
2. 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

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## 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 SUD 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,). 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

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## Substance Use Disorder Services Open Enrollment Application and Required Forms

Appendix A: Applicant Instructions

Appendix B: Required Forms

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