



Jaime Masters, Commissioner

Open Enrollment

For

**Substance Abuse Services**

**Enrollment Number: HHS0011952**

Enrollment Period Opens: April 1, 2022

Enrollment Period Closes: August 31, 2027

NIGP Class/Item Code:

948-76

**TABLE OF CONTENTS**

[1. GENERAL INFORMATION 3](#_Toc85527191)

[2. Statement of Work 7](#_Toc85527192)

[2.1. DFPS Mission 7](#_Toc85527193)

[2.2. Program Purpose 7](#_Toc85527194)

[2.3. Need for Service 7](#_Toc85527195)

[2.4. Contracted Substance Abuse Services 7](#_Toc85527196)

[2.5. Service Delivery Area(s) 8](#_Toc85527197)

[2.6. Eligible Population 9](#_Toc85527198)

[2.7. Client Characteristics 9](#_Toc85527199)

[2.8. Service Authorization and Referral Process 10](#_Toc85527200)

[2.9. Substance Abuse Assessment 11](#_Toc85527201)

[2.10. Substance Abuse Treatment 13](#_Toc85527202)

[2.11. Support Services 19](#_Toc85527203)

[2.12. Required Record Keeping 22](#_Toc85527204)

[2.13. Continuity of Care 24](#_Toc85527205)

[2.14. Missed or Cancelled Services 25](#_Toc85527206)

[2.15. General Contract Requirements 26](#_Toc85527207)

[2.16. Contractor Qualifications 27](#_Toc85527208)

[2.17. Contractor Insurance Requirements 28](#_Toc85527209)

[2.18. DFPS Background Check Policy 30](#_Toc85527210)

[2.19. Subcontractors 30](#_Toc85527212)

[2.20. Performance Measures 33](#_Toc85527213)

[3. UTILIZATION AND COMPENSATION 36](#_Toc85527214)

[3.1. Utilization 36](#_Toc85527215)

[3.2. Compensation 36](#_Toc85527216)

[3.3. Prompt Payment 38](#_Toc85527217)

[3.4. Invoicing Process 39](#_Toc85527218)

[3.5. Sufficient Resources 40](#_Toc85527219)

[4. APPLICATION SUBMISSION & SCREENING 41](#_Toc85527220)

[4.1 Open Enrollment Cancellation/Partial Award/Non-Award 41](#_Toc85527221)

[4.2 Right to Reject Applications or Portions of Applications 41](#_Toc85527222)

[4.3 Joint Applications 41](#_Toc85527223)

[4.4 Withdrawal of Applications 41](#_Toc85527224)

[4.5 Application Submission Instructions 41](#_Toc85527225)

[4.6 Organization of Electronic Submission of Application 41](#_Toc85527226)

[4.7 Costs Incurred 41](#_Toc85527227)

[4.8 Screening 42](#_Toc85527228)

[4.9 Additional Information 42](#_Toc85527229)

[4.10 Debriefing 42](#_Toc85527230)

[5 Organization of Electronic Submission of Application 43](#_Toc85527231)

[5.1 Substance Abuse Services Open Enrollment Application & Required Forms 43](#_Toc85527232)

# 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 Abuse Services.
  2. **Point of Contact.** The sole point of contact for questions and communications for this Open Enrollment is Delayne Williams at [delayne.williams@dfps.texas.gov](mailto:delayne.williams@dfps.texas.gov).
  3. **Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements.** HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the HHS Enrollment and Electronic State Business Daily (ESBD) site at:

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

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

* + 1. DFPS reserves the right to revise this Open Enrollment at any time, including the closing date of this Open Enrollment. Applicants must comply with any changes, amendments, or clarifications posted to the HHS Enrollment and ESBD site by HHSC PCS.
    2. Potential Applicants and Enrolled Providers must periodically for any updates to this Open Enrollment and to comply with these requirements. The Applicant’s failure to periodically check the HHS Enrollment and ESBD site will in no way release them from any responsibility or additional costs to meet the requirements of complying with the Open Enrollment and resulting Contract.
  1. **Open Enrollment Schedule**

| **Table 1 - Procurement Schedule** | |
| --- | --- |
| Open Enrollment Period Opens | ***April 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. **Open Enrollment Background** 
     1. **DFPS Mission.** The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.

**1.5.2 CPS Purpose.** The purpose of the Child Protective Services (CPS) Program is to keep children safe while partnering with parents and other family members, the community, and our providers to achieve permanency and improve child well-being.

* 1. **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](mailto:dfpshub@dfps.texas.gov)

* 1. **Eligible Applicants.** Applicants must comply with the following to receive a Contract award through this Open Enrollment:
     1. Submit a Substance Abuse 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 Abuse 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. If awarded a Contract, the Applicant will execute a Substance Abuse Services Contract prepared by DFPS.
    2. The Contract term will begin no sooner than September 1, 2022 and will end on August 31, 2027.
  1. **Delegation of DFPS Authority.** State and federal laws generally limit DFPS’s ability to delegate certain decisions and functions to a Contractor, including but not limited to policy-making and final decision-making authorities on the acceptance or rejection of services provided under a Contract.
  2. **Texas Public Information Act.** Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and [Government Code Chapter 552](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

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

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

Attorney General’s website: <http://www.oag.state.tx.us>, <http://www.oag.state.tx.us/open/index.shtml>

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

* 1. **Use of Ideas by the State of Texas.** DFPS reserves the right to use any and all ideas presented in an application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application.

An applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that are known to DFPS before the submission of the application, are in the public domain through no fault of DFPS or become properly known to DFPS after application submission through other sources or through acceptance of the application.

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

# 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 protect children and to act in the children’s best interest. CPS focuses on children and their families and seeks active involvement of the children’s parents and other family members 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 safety threats or enhancing parental protective capacities 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 program purpose and objectives by providing Substance Abuse Services (SAS). 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 Abuse Services

#### DFPS purchases Substance Abuse 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:

#### **Assessment Services**

#### Substance Abuse Assessment

#### Substance Abuse Treatment Services

#### Individual Counseling

#### Group Counseling

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

#### Court Related Services

#### Case Specific Diagnostic Consultation

## Service Delivery Area(s)

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

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

#### Service hours must be flexible and include afternoon, evening, and weekend hours to accommodate working clients. See Package 2 Application and Required Forms.

#### The Contractor must coordinate a therapeutic location for services.

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

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

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

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

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

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

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

#### Telehealth services are reimbursed at the same rate as In-Office services. See Table 3 in Section 3.3.2 Fee Schedules.

## Eligible Population

Individual adults referred directly by DFPS are eligible for services. DFPS determines eligibility. Contractor must serve all clients properly referred by DFPS.

## Client Characteristics

Due to the nature of DFPS responsibilities Contractor must be prepared to serve individuals with characteristics including, but not limited to:

1. Involuntary clients;
2. Parents or caregivers care forabused and neglected children and need these services as a means of preventing future abuse or neglect; or,
3. Person(s):
4. To whom a court has ordered DFPS to provide services;
5. Who have been or are currently involved in the criminal justice system; or,
6. With limited English language proficiency.

## Service Authorization and Referral Process

CPS will refer Clients who receive services under this contract through a Services Authorization (Form 2054) and a referral packet which includes:

#### **Authorization Form**

#### Only services authorized on a Valid Service Authorization, Form 2054 may be billed.

**A current Form 2054 and Referral Form 2062 must be received prior to services being rendered**.

#### Contractor must maintain Form 2054 authorizing the service and Referral Form 2062, Referral for Substance Abuse Services, in each client's record as basis for payment from DFPS.

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

1. Service types not authorized.
2. Services delivered by a person not meeting the minimum qualifications or not having received prior DFPS approval.
3. Service claims that exceed the number of units or fall outside the timeframes specified on Form 2054.
4. The request for service is withdrawn by DFPS.

#### **Referral Information**

* + - 1. Contractor must not provide service without a valid 2054 Service Authorization and Referral Form 2062. Contractor must receive client background information prior to service delivery. Additional background information can be shared in a variety of documents, including but not limited to a family plan of service, copies of previous psychological testing reports or other assessments. Contractor may obtain additional information verbally from the referring CPS caseworker.

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

#### **Initiating Services**

#### Contractor must make initial contact within seventy-two (72) hours of receipt of the Form 2054 and Referral Form 2062. When this timeframe cannot be met, the Contractor must notify the CPS caseworker of the reason and maintain documentation in the client's record. This includes, but is not limited to:

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

#### Contractor must provide the authorized service(s) within ten (10) business days of receipt of the Form 2054 and Referral Form 2062. When this timeframe cannot be met, the Contractor must notify the CPS caseworker of the reason and maintain documentation in the client's record.

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

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

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

## Substance Abuse Assessment

An assessment is used to determine the severity of a client’s substance abuse disorder and to identify their treatment needs. The assessment process consists of two main tasks which are the intake and the assessment.

#### **Intake**

#### Intake includes the gathering and compilation of, but not limited to:

#### Basic demographics;

#### Reason for referral;

#### Drug of choice; and

#### To some extent, a brief summation of the client’s expectations regarding the proposed services.

#### **Assessment**

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

#### The issues identified in the CPS client referral information;

#### The identification of the parent/caregiver’s strengths, diminished protective capacities and unmet needs of the child(ren);

#### The parent/caregivers’ perception of family problems, to include how the parent/caregivers’ substance use poses a threat to child safety, risk and why the child is in care or involved with CPS;

#### The parent/caregivers’ ability to protect the child(ren) from abuse or neglect;

#### The parent/caregivers’ ability to problem solve and utilize resources;

#### The family’s support system and/or extended family;

#### Substance abuse;

#### Family violence issues;

#### Parent/Caregivers’ ability to function as a provider for the family;

#### Evaluation of safety threats and continued risk to the child; and

#### Specific recommendations for further treatment.

#### **Documentation of Assessment**

Documentation of the assessment must be maintained in the client's record and include at a minimum but not limited to the following:

#### Contractor’s signed and dated review and notes;

#### Completed tools and any information provided by the client;

#### Substance abuse assessment report; and

#### Date submitted to DFPS and to whom it was submitted.

#### **Assessment Due Date**

Assessment is due to DFPS no later than ten (10) business days following the face-to-face meeting with referred client.

#### **Billing Requirements**

#### An assessment is billed per assessment, which includes the intake, administering tests, evaluating and analyzing data, and writing the report.

#### Contractor must bill based on the authorized and provided unit of service which is per assessment.

#### Refer to 5500CHEM, Invoicing Procedures for Chemical Dependency located on the DFPS website at the following URL.

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

#### Refer to Section 3.2.2 Fee Schedules.

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

## Substance Abuse Treatment

Substance abuse treatment services must be provided face-to-face; in a suitable location other than the home of the client; and within the Scope of Practice and guidelines consistent with generally acceptable standards of treatment.

#### **Group Counseling**

Group counseling is the preferred DFPS service modality. It must be designed to equip clients with the skills needed to understand the disease concept and maintain sobriety.

#### **Group Requirements**

The following are requirements for the provision of group services.

1. Group content must be designed for complete delivery within a series of group sessions and must be limited to no less than eight (8) and no more than twenty-four (24) total participant hours.
2. The group must be designed to allow clients to enter a series of sessions at any time they are referred, rather than having to wait for a new series to begin. Participants must be scheduled to prevent repeating a session topic.
3. The size of groups must be at least two (2) (unrelated individuals), but no more than twelve (12) total participants.
4. The Contractor will be responsible for providing the site for the group. The room must be appropriately furnished and large enough for the group.

#### **Record Documentation Requirements**

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

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

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

**See additional Client Record Documentation Requirements in subsection 2.12.**

#### **Billing Requirements**

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

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

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

Refer to 5500CHEM, Invoicing Procedures for Chemical Dependency located on the DFPS website at:

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

Refer to Section 3.2.2 Fee Schedules.

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

#### **Individual Counseling**

Individual counseling consists of private, face-to-face counseling between a client and a counselor or therapist, to help the client meet his or her treatment goals. If issues are identified through the participation in group counseling or other means, DFPS may authorize individual counseling.

#### **Individual Counseling Requirements**

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

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

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

#### **Record Documentation Requirements**

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

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

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

**See additional Client Record Documentation Requirements in subsection 2.12.**

#### **Billing Requirements**

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

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

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

#### Refer to 5500CHEM, Invoicing Procedures for Chemical Dependency located on the DFPS website at the following URL.

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

#### Refer to Section 3.2.2 Fee Schedules.

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

#### **Substance Abuse Treatment Exceptions**

#### Form 2040SAS, Substance Abuse Treatment Exception Form must be completed by the Contractor as a means of communicating significant information such as missed appointments, relapses, and drug testing results to CPS.

#### The CPS caseworker must be verbally notified by phone and the Form 2040SAS, [Substance Abuse Treatment Exception Form](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services), must be sent by Email or Fax to the CPS Caseworker within twenty-four (24) hours of the appointment.

#### **Treatment Plan**

Individual Substance Abuse treatment services require documentation to support the necessity of the service rendered. The client’s written treatment plan is therefore required and must be developed, distributed and maintained within the requirements outlined below throughout the course of treatment:

#### **Initial Treatment Plan**

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

#### **Record Documentation Requirements**

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

1. Identification and rank of issues to be addressed based on the client’s assessment, including those identified in the CPS referral and any child safety threats;
2. Defined goals;
3. Written objectives for each goal;
4. Identified strategies/interventions;
5. Recommended projected length of services and frequency;
6. Dated signature of participating client;
7. Dated service provider’s signature;
8. Drug testing method and frequency of testing, if appropriate;
9. A Relapse Prevention Safety Plan; and
10. Date and manner in which the plan was submitted to the CPS Caseworker.

#### **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.

#### **Updates to Treatment Plan**

#### Treatment plan must be updated every ninety (90) days.

#### **Monthly Summary Notes**

Monthly summary notes must be provided to the DFPS caseworker detailing the approach and, progress or lack of progress. The caseworker must receive the Monthly Summary Note by the tenth (10th) business day of the month following the month of service. Notes must include sufficient information to keep the DFPS caseworker updated. At a minimum the notes must address:

#### Name of the client;

#### Date(s) served, location and type of service provided;

#### Group session topic(s), level of participation, engagement, and changes in client’s behaviors and conditions that demonstrate that problems contributing to risk have been, or are in the process of being, satisfactorily addressed;

#### Progress or lack thereof, toward treatment goals;

#### Number of substance abuse tests, if any and results; and

#### Summary of information communicated through the Form 2040SAS, Substance Abuse Treatment Exception Form.

#### **Discharge Plan**

The purpose of a discharge plan is 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:

#### Name of client(s) served;

#### 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;

#### Reason for case closure;

#### Dated service provider’s signature;

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

#### 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, if the Contractor’s treatment plan requires testing 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.

## Support Services

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

#### Court Related Services

#### 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**

**Preparation**

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

**Attendance**

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

1. **Client Record Documentation Requirements**

The following information must be maintained in the client file.

A copy of the completed Service Authorization, Form 2054;

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

Subpoena, if applicable

1. **Billing**

The Contractor must comply with the following requirements.

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

1. 1 hour = 1 unit
2. 45 minutes = 0.75 unit
3. 30 minutes = 0.50 unit
4. 15 minutes = 0.25 unit

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.

Refer to 5500CHEM, Invoicing Procedures for Chemical Dependency located on the DFPS website at the following URL.

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

The Contractor must:

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

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

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

#### **Case Specific 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**

A diagnostic consultation must be initiated and authorized by CPS.

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

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

1. **Client Record Documentation Requirements**

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

Name of client;

Date of service;

Start and end time of consultation;

Location of consultation;

Purpose of Diagnostic Consultation;

Brief summary of case information shared at consultation;

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

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

1. **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

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.

Refer to 5500CHEM, Invoicing Procedures for Chemical Dependency located on the DFPS website at the following URL.

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

The Contractor must:

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

Complete the Diagnostic Consultation Services Case Note, Form 5615; and

Submit a completed, signed Form 5615 with its associated monthly billing invoice attesting to the delivery of service.

## 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. All records must be housed 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, Substance Abuse Treatment and Intervention Form;Additional referral information, if applicable;All client contacts, attempts to contact;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;Date 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;Monthly Progress Reports;Changes to Treatment Plan as treatment progresses; andResults of any drug or alcohol tests and date;Form 2057, Court Related Case Note, if provided;Detail of any case specific diagnostic consultation, if provided; and,Copy of all required reports. |
| Required Administrative and 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:Copy of Current State of Texas issued LCDC license; and,Outlined by the Contractor’s personnel policy;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.A copy of Form PCS-107 documenting DFPS review and acceptance of the Contractor’s subcontracting policies and procedures.Complaint Reports:Documentation meeting the requirements specified in the DFPS Vendor Uniform Terms and Conditions Complaint Process section. |
| 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 to support payments to subcontractors;Documentation clearly establishing date signed invoice was submitted; and,Any other supporting documentation requested by DFPS. |

#### 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.

## Continuity of Care

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

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

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

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

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

## Missed or Cancelled Services

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

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

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

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

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

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

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

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

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

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

## General Contract Requirements

#### **Contract Meetings**

#### **DFPS Contractor Orientation**

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

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

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

#### **Quality Assurance**

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

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

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

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

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

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

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

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

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

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

## Contractor Qualifications

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

#### **General Qualifications**

#### DFPS has provided a resource for Contractors that supports services purchased under this PEN for certification 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/)

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

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

#### Contractor must maintain a copy of the initial and annually submitted Form PCS-102SUD, Contracting Entity and List of Staff, Subcontractors and Volunteers for each annual term of the contract. Form PCS-102SUD is also required anytime there is a change in staff. Contractor must maintain written documentation of approval of Form PCS 102SUD by DFPS Contract Manager.

#### **Licensure and Credentials**

#### Licensed Chemical Dependency Counselor (LCDC) – Must be licensed by the State of Texas and maintain licensure throughout the life of this contract.

#### **Interns are not approved to provide services to clients under this contract.**

## Contractor Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Request for Documents**

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

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

## DFPS Background Check Policy

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

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

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

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

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

## 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-102; available on the DFPS website.

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

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

## Performance Measures

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

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

#### **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 client relapses 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 client relapses (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, relapses, 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 |

# UTILIZATION AND COMPENSATION

## Utilization

#### **Projected Utilization**

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

#### **General Utilization**

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

## Compensation

#### **Availability of Funds**

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

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

#### **Method of Payment**

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

#### **Fee Schedule**

Contractor will be compensated according to the Fee Schedule below.

| Table 2 – Fee Schedule for Substance Abuse Services |
| --- |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Category** | **Service - Service Codes** | **Unit Rate** | | | **Unit of Service/ Limitations** |
| **In Office** | **Out of Office** | **Telehealth** |
| Assessment | Substance Abuse Assessment  DFPS Service Code: 83F | $41.35 | $57.80 |  | Per Assessment |
| Assessment | Substance Abuse Assessment ***TELEHEALTH***  DFPS Service Code: 93F |  |  | $41.35 |
| Group Counseling | Substance Abuse Group Counseling  DFPS Service Code: 83H | $16.00  Per Hour | $22.40  Per Hour |  | Provided in no less than one (1) hour increments  Group designed for no less than eight (8) and no more than twenty-four (24) total participant hours |
| Group Counseling | Substance Abuse Group Counseling ***TELEHEALTH***  DFPS Service Code: 93H |  |  | $16.00 Per Hour |
| Individual Counseling | Individual Counseling  DFPS Service Code: 83G | $47.00  Per Hour | $65.70  Per Hour |  | Provided in fifteen (15) minute increments |
| Individual Counseling | Individual Counseling ***TELEHEALTH***  DFPS Service Code: 93G |  |  | $47.00 Per Hour |
| Court Related Services | Court testimony, Mediation, Deposition services  DFPS Service Code: 86H | $65.70  Per Hour | | | Provided in fifteen (15) minute increments includes time spent waiting to testify and actual time spent testifying  Only billable when authorized by DFPS |
| Case Specific Diagnostic Consultation | Participation in formal case staffing  DFPS Service Code: 83K | $47.00  Per Hour | $65.70  Per Hour | $47.00 Per Hour | Provided in fifteen (15) minute increments  Informal sharing of information does not meet the definition of diagnostic consultation |

#### **Travel**

Travel expenses or time spent traveling to provide services are not billable.

#### **Contracts Specific Training**

Training expenses or time spent training are not billable.

## Prompt Payment

#### 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.

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

## Invoicing Process

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

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

Detailed instructions on the invoicing process and procedures for SAS are located at:

<http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Chemical_Dependency_Services>

#### 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:

Department pre-bill, signed and dated, reflecting services authorized and delivered;

Signed State of Texas Purchase Voucher, Form 4116X

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;

Any other supporting documentation requested by the Department.

#### **Payment**

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

#### Contractor will not be paid for missed appointments or service provided:

Without a DFPS signed Form 2054, Service Authorization;

That exceed the number of authorized service units on Form 2054, Service Authorization;

Outside the date range authorized on the Form 2054, Service Authorization;

Without the required supporting documentation; and

That is not specifically authorized by this contract.

#### **Due Date**

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

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

## Sufficient Resources

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

**The remainder of this page is intentionally left blank.**

# APPLICATION SUBMISSION & SCREENING

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

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

## Right to Reject Applications or Portions of Applications

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

## Joint Applications

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

## Withdrawal of Applications

Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the DFPS Point of Contact, as designated in [subsection 1.2](#_Point_of_Contact).

## Application Submission Instructions

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

## Organization of Electronic Submission of Application

Applicant must organize the signed and scanned Application as provided for in Appendix A and B (See Section 5.1, Package 2). The electronic copy of the Application packet must include all folders with the documents in the order listed in Appendix B.

## Costs Incurred

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

## Screening

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

## Additional Information

By submitting an Application, the Applicant grants DFPS the right to obtain information from any lawful source regarding the Applicant, its directors, officers, and employees:

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

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

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

## Debriefing

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

**The remainder of this page is intentionally left blank.**

# Organization of Electronic Submission of Application

## Substance Abuse Services Open Enrollment Application & Required Forms

Appendix A: Applicant Instructions

Appendix B: Required Forms

**The remainder of this page is intentionally left blank.**