



## Texas Department of Family and Protective Services

Jaime Masters, Commissioner

### **Request for Qualifications**

**(RFQ)**

**for**

### **Psychiatric Services**

**RFQ Number: HHS0011301**

Release Date: February 14, 2022

Response Deadline: August 31, 2027

NIGP Class/Item Code:

948-76

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## **1. GENERAL INFORMATION**

**1.1 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 Request for Qualifications (RFQ) to enter into contracts with qualified Applicants for Psychiatric Services.

**1.2 Point of Contact.** The sole point of contact for questions and communications for this RFQ is Delayne Williams at [delayne.williams@dfps.texas.gov](mailto:delayne.williams@dfps.texas.gov).

**1.3 RFQ Enrollment DFPS Enrollment Posting, Amendments and Announcements.** DFPS will post all official communication for this RFQ on the DFPS Regional CPS Contracts site at:

[DFPS - Purchased Client Services - Regional Contracts \(state.tx.us\)](http://state.tx.us)

1.3.1 DFPS reserves the right to revise this RFQ at any time, including the closing date of this RFQ. Responses must comply with any changes, amendments, or clarifications posted to the DFPS Regional CPS Contracts site.

1.3.2 It is the responsibility of the Respondent to check the DFPS Regional CPS Contracts site periodically for any updates to this RFQ and to comply with these requirements. The Respondent's failure to periodically check the DFPS Regional CPS Contracts site will in no way release them from any responsibility or additional costs to meet the requirements of complying with the RFQ and resulting Contract.

### **1.4 RFQ Contract Enrollment Schedule**

<b>Table 1 - Procurement Schedule</b>	
Contract Enrollment Period Opens	<b><i>February 14, 2022</i></b>
Contract Enrollment Period Closes	<b><i>August 31, 2027</i></b>
Anticipated Contract Start Date	<b><i>No earlier than September 1, 2022</i></b>

1.4.1 All Adjustments to this RFQ will be posted on the DFPS Regional CPS Contracts site (See Section 1.3).

### **1.5 Historically Underutilized Businesses**

Pursuant to [TGC Section 2161.002](#) and [Section 2161.003](#), DFPS adopted the rules of the Texas Comptroller of Public Accounts (CPA) relating to Historically Underutilized Businesses (HUBs) as its own policy (see [DFPS HUB Policy](#)). An evaluation of potential subcontracting opportunities was conducted for this contract in accordance with Texas Government Code Section 2161.252, and determined that subcontracting opportunities are NOT probable. Therefore, Respondents are NOT required to submit a HUB Subcontracting Plan (HSP) with their responses. For more information about the HUB program at DFPS, contact the DFPS HUB Coordinator at [DFPSHUB@dfps.texas.gov](mailto:DFPSHUB@dfps.texas.gov).

## **1.6 News Releases**

Prior to award, a Respondent may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After award, a Respondent must receive prior written approval from DFPS before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the Point of Contact identified in Section 4.01. This Section does not preclude business communications necessary for a Respondent to develop a response including discussions with potential subcontractors, or required reporting to shareholders or governmental authorities.

## **1.7 Errors within the RFQ**

Respondents must notify DFPS of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the RFQ. If a Respondent fails to notify DFPS of these issues, it will submit a Response at its own risk, and if awarded a contract:

- 1.7.1 Will have waived any claim of error or ambiguity in the RFQ or resulting contract.
- 1.7.2 Will not contest DFPS's interpretation of such provisions(s), and
- 1.7.3 Will not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

## **1.8 RFQ Background**

- 1.8.1 **DFPS Mission.** The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.
- 1.8.2 **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.

**1.9 Eligible Applicants.** To be eligible to receive a Contract award through this RFQ, Respondent's must comply with the following:

- 1.9.1 Submit Psychiatric Services Application and Required Forms (See Section 5.1).
- 1.9.2 Not be debarred from receiving any federal or state funds at the time of the Contract award.
- 1.9.3 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>.
- 1.9.4 Accept the requirements of this RFQ by executing the Application in Section 5.1.

## **1.10 RFQ Application Contract Documents**

The Respondent, if awarded a Contract for this RFQ, will be referred to as a "Contractor," and agrees to comply with this RFQ, the Psychiatric 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](https://www.dfps.state.tx.us/Doing_Business/forms.asp)

1.10.1 If awarded a Contract, the Respondent will execute a Psychiatric Services Contract prepared by DFPS.

1.10.2 The Contract term will begin no sooner than September 1, 2022 and will end on August 31, 2027.

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

**1.12 Texas Public Information Act.** Any information submitted to DFPS in response to this Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and [Government Code Chapter 552](#). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

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

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

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](https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf)

**1.13 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.

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

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## **2. STATEMENT OF WORK**

### **2.1. 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.

### **2.2. 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:

- 2.2.1.** Prevent further harm to children and to keep children with their families when possible;
- 2.2.2.** Provide permanence for children in substitute care by resolving danger or enhancing parental protective factors and returning children to their families;
- 2.2.3.** Provide permanence for children who cannot return to their families.

### **2.3. Need for Service**

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

DFPS purchases the following direct client services for eligible clients to determine danger to self or others, need for psychotropic medication or need for acute hospitalization:

#### **2.3.1. Psychiatric Evaluation Services**

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

- A. Court Related Services
- B. Diagnostic Consultation
- C. Translator and Interpreter Services

## **2.4 Service Delivery Areas**

**2.4.1** The RFQ for Psychiatric 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.

- A. The Contractor must provide services within the contracted service delivery area selected when properly authorized and as requested by DFPS.
- B. Service hours must be flexible and include afternoon, evening, and weekend hours to accommodate working clients. The Contractor must accommodate school age children by scheduling services at times that do not interfere with school attendance and participation in school activities, preferably outside of school hours. See Package 2 Application and Required Forms.

The Contractor must coordinate a therapeutic location for services.

- C. Services provided outside of the Contractor's practice 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:

**2.4.2 In-person services** consist of services provided in-person between the client and the Contractor.

**2.4.3 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.**

- A. Contractor must provide telehealth services in compliance with standards established by the respective licensing or certifying board of the professional providing the services.
- B. **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.**
- C. 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.

## **2.5 Eligible Population**

Clients are eligible for services without regard to income. Services must be provided to individuals and families referred directly by DFPS CPS staff. Clients as referred to in this document include children and their parents/caregivers in open CPS cases.

## **2.6 Client Characteristics**

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

- 2.6.1** Children with behavioral or emotional problems due to abuse or neglect;
- 2.6.2** Children who need help adjusting to separation from parents, family, siblings, community, or need help adjusting to returning to parents after any placement outside the home or in paid foster care; or
- 2.6.3** Parents or caregivers who are responsible for the care of abused and neglected children and need these services as a means of preventing future abuse or neglect.
- 2.6.4** Due to the nature of DFPS responsibilities, individuals referred will include involuntary clients.

## **2.7 Service Authorization and Referral Process**

CPS will refer Clients who receive services under this contract through a Service Authorization (Form 2054).

### **2.7.1 Authorization Form**

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

- A. **A current Form 2054 and Referral Form K-903-2036 must be received prior to services being rendered.**
- B. Contractor must maintain Form 2054 authorizing the service and Referral Form K-903-2036 in each client's record as basis for payment from DFPS.
- C. 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) Missed Appointments.

### **2.7.2 Referral Information**

- A. Contractor must receive client background information from the CPS caseworker prior to service delivery. Additional background information can be shared in a variety of documents, including but not limited to a child plan, family plan, court report, prior reports, or assessments. Contractor may obtain additional information verbally from the referring CPS caseworker.
- B. Contractor must follow any case specific instruction provided in the Comments section of the Form 2054 or in the referral documents.
- C. Contractor must address CPS concerns provided in the Comments Section of the Form 2054 or in the referral documents.

### **2.7.3 Initiating Services**

- A. Contractor must make initial contact within **three (3) business days** of the 2054 and referral documents.
- B. Contractor must provide the authorized service(s) within **ten (10) business days** of receipt of the 2054 and referral documents. 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.
- C. 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.
- D. The Contractor must make initial contact within a time frame that allows sufficient time for the client to make arrangements to participate in services.
- E. The Contractor must utilize an appropriate method to contact the client to schedule the appointment so that services may begin within the

designated time frames and to increase the likelihood of the client being able to participate.

- F. In some cases, the information provided at referral may have changed. If unable to reach the client for any reason, Contractor must do all of the following:
- 1) document each contact attempt including the method of contact used;
  - 2) contact the CPS caseworker requesting alternate or updated client contact information; and
  - 3) document this request.

## **2.8 Missed or Cancelled Appointments**

### **2.9 Missed or Cancelled Services**

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

- A. Contractor must contact the CPS caseworker by 5:00 p.m. on the business day following any missed or cancelled appointment.
- B. Contractor must not bill client for a missed or cancelled appointment.
- C. **Missed appointments are not billable to CPS.**
- D. 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.**

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

- A. The Contractor must provide at least a twenty-four (24) hour notification to clients when a client's appointment must be cancelled.
- B. 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 business day following the cancelled session.
- C. Contractor must maintain documentation of notification and contacts with each client and CPS caseworker regarding cancellation of any session.
- D. Services cancelled by the Contractor are not billable.

## **2.10 Service Description**

Professional Services to be provided under the contract consist of:

### **2.10.1 Psychiatric Evaluation**

A psychiatric evaluation is conducted by a psychiatrist and includes a clinical interview, medical history, mental status exam, diagnosis and treatment recommendations. This evaluation is most useful in determining danger to self or others, need for psychotropic medication, and need for acute hospitalization.

Evaluation services provided under this contract include the following activities:

- A. Face-to-Face interview and assessment with the client conducted by a psychiatrist that includes a clinical interview, an assessment of medical history, a mental status exam, diagnosis and treatment recommendations.
- B. ***An electronic MS Word document interpretation of the findings;***
- C. A meeting with the client to interpret the test results, when requested; and
- D. An oral report when requested.

#### **2.10.2 Reporting Requirements**

The written report must be submitted to the CPS caseworker within **ten (10) business days** of the initial face-to-face evaluation meeting.

#### **2.10.3 Report Content Requirements**

Contract must provide a complete electronic MS Word report to the CPS caseworker within ten **(10) business days** of the client's initial appointment.

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

- A. Pertinent information regarding the client's condition including, but not limited to:
  - 1. Reason for the evaluation;
  - 2. History of the present illness;
  - 3. Past psychiatric history;
  - 4. History of alcohol and other substance abuse;
  - 5. General medical history;
  - 6. Developmental, psychosocial, and sociocultural history;
  - 7. Relationship history;
  - 8. Parenting History;
  - 9. Occupational and military history;
  - 10. Family history of psychiatric disorder;
  - 11. Mental status examination; and
  - 12. Behavioral observations during the client's appointment.
- B. Client specific test results including, but not limited to the following:
  - 1. The name of the tests that were performed;

2. The location at which the test was performed;
3. The name and credentials of each provider involved in the preparation, administration and interpretation of the test;
4. The interpretation of the test, which must include narrative descriptions of the findings of the tests;
5. The treatment being recommended, including how the test results affect the prescribed treatment; and
6. Any recommendation for further testing, including an explanation that substantiates its necessity.
7. Recommendations to DFPS for client's Plan of Service.
8. Dated (month/day/year) signature of the performing provider.

**2.10.4 Client Record Documentation Requirements**

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

- A. Beginning and ending time supporting the unit(s) of service billed.
- B. A copy of the Psychiatric Evaluation submitted to the CPS caseworker.

<b>TABLE 2 - REQUIRED CLIENT RECORDS</b>	
Purpose	Contractor must maintain documentation of services provided that include the date, start and end times of each service to substantiate billing invoices submitted
Minimum Requirements	An individual Client Record is maintained by the Contractor that includes: <ol style="list-style-type: none"> <li>a) Form 2054 DFPS Service Authorization</li> <li>b) Psychiatric Evaluation</li> <li>c) Diagnostic Case Note(s)</li> </ol>

- C. **DFPS reserves the right to require additional records as needed.**

**2.10.5 Billing Requirements**

- A. The unit of service is hourly, billed at fifteen (15) minute increments. Billing increments are:
  - 1) 1 hour = 1 unit
  - 2) 45 minutes = .75 unit
  - 3) 30 minutes = .50 unit
  - 4) 15 minutes = .25 unit

- B. Payment will only be made when service is authorized and approved and documented on the Form 2054 DFPS Service Authorization.
- C. Informal telephone conversations and meetings are not billable.
- D. Refer to Invoicing Procedures, 5500GEN, for details on billing, located on the DFPS website at URL [https://www.dfps.state.tx.us/Doing\\_Business/Purchased\\_Client\\_Services/Regional\\_CPS\\_Contracts/forms.asp](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)

## **2.11 Non-Optional Support Services – Required of all Contractors**

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

- A. Court Related Services
- B. Diagnostic Consultation
- C. Translator and Interpreter Services

**2.11.2** Contractor must provide Support Services upon CPS request.

### **2.11.3 Court Related Services**

- A. 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.

#### **B. Service Requirements**

##### **1) 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.

##### **2) Attendance**

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

#### **C. 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](#)



- 3) Subpoena, if applicable

**D. Billing**

The Contractor must comply with the following requirements.

- 1) The unit of service is hourly, billed in 15-minute increments.
- 2) 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.
- 3) **Mileage traveling to and from a courthouse or the site of service is not billable.**
- 4) Refer to Invoicing Procedures, 5500GEN, located on the DFPS website at the following URL.  
[https://www.dfps.state.tx.us/Doing\\_Business/Purchased\\_Client\\_Services/Regional\\_CPS\\_Contracts/forms.asp](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)
- 5) The Contractor must:
  - a. Receive a valid Service Authorization, Form 2054, prior to the service being delivered;
  - b. Complete the Court Related Services Case Note, Form 2057, for each court appearance; and
  - c. Submit a completed, signed Form 2057 with its associated monthly billing invoice attesting to the delivery of service.

**2.11.4 Diagnostic Consultation**

- A. 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. A diagnostic consultation must be initiated and authorized by CPS.
  - b. Contractor must receive a valid Service Authorization (Form 2054) prior to delivery of services.
  - c. Upon CPS request, a completed Case Note (Form 5615) must be provided to the caseworker.
- 2) **Client Record Documentation Requirements**

A Diagnostic Consultation Services Case Note [Form 5615](#) must be completed and filed in the client case file. The Case Note must include, but is not limited to the following components:

- a. Name of client;
- b. Date of service;
- c. Start and end time of consultation;
- d. Location of consultation;
- e. Purpose of Diagnostic Consultation;
- f. Brief summary of case information shared at consultation;
- g. Date and manner in which the report was submitted to the CPS caseworker, if requested by CPS; and
- h. Date, signature and credential(s) of the performing provider.

### 3) **Billing Requirements**

The Contractor must comply with the following requirements.

- a. Payment will only be made when service is authorized in writing via service authorization by DFPS.
- b. Informal telephone conversations and meetings are not billable.
- c. The unit of service is hourly, billed in 15-minute increments.
- d. 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.
- e. Time traveling to and from the site of service is not billable.**
- f. Refer to Invoicing Procedures, 5500GEN, located on the DFPS website at the following URL.

[https://www.dfps.state.tx.us/Doing\\_Business/Purchased\\_Client\\_Services/Regional\\_CPS\\_Contracts/forms.asp](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)

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

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

- A. Translator and interpreter services are only reimbursable when provided by a subcontracted translator or interpreter that is not approved to provide contracted services. Translator and interpreter services provided under subcontract include, but are not limited to:
  - 1) Provision of information and services in a manner understandable to the client using interpreters, translators, or other identified methods.
  - 2) Use of auxiliary aids to ensure effective communication for clients with hearing, vision, speech, or other communication impairments.

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

B. Contractor must ensure that communications with clients who have communication impairments are as effective as communications with other clients, and that clients understand all significant actions as fully as possible.

**C. Client Record Documentation Requirements**

The following information must be maintained in the client file.

- 1) Documentation required to satisfy subcontracting requirements as specified in **Section 2.15**.
- 2) A case note documenting the need for service and type of service.
- 3) A statement signed by the client if the client refuses a translator or interpreter.

**D. Billing Requirements**

- 1) Contractor must obtain prior authorization from the CPS Contract Manager.
- 2) Payment will be made on a cost reimbursement basis, as approved by the CPS Contract Manager.
- 3) Refer to Invoicing Procedures, 5500GEN, located on the DFPS website at the following URL.

[https://www.dfps.state.tx.us/Doing\\_Business/Purchased\\_Client\\_Services/Regional\\_CPS\\_Contracts/forms.asp](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)

**2.12 Reimbursements**

**2.12.1 Reimbursement for Translator Services**

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

**2.13 Service Provider Minimum Qualifications**

In order to provide services, and receive payment for services rendered, each direct service provider (whether staff or subcontractor) must meet and maintain the minimum requirements set forth below. The same documentation process must be required for changes or additions to staff or subcontractors providing these services.

**2.13.1 Licensing and Other Minimum Standards**

A. Be board certified in psychiatry

- B. Licensed to practice medicine in the State of Texas; and
- C. Must hold and unencumbered Texas License.
- D. DFPS prefers providers that are Medicaid credentialed, and are certified or trained in Trauma-Informed Child Welfare Practice. For more information on trauma informed practices, see the DFPS
- E. web-based learning course, which may be accessed on the following DFPS website:  
[http://www.dfps.state.tx.us/training/trauma\\_informed\\_care/](http://www.dfps.state.tx.us/training/trauma_informed_care/)

#### **2.14 Service Provider Record Keeping Requirements**

<b>TABLE 3 - REQUIRED PERSONNEL RECORDS</b>	
Purpose	Service provider records must support all Contractor Minimum requirements for Staff, Subcontractors, and Volunteers with regards to Qualifications.

<p>Minimum Requirements</p>	<p>The individual file for each staff, subcontractor and volunteer must include at a minimum, but is not limited to the following documentation:</p> <p><b>a)</b> Copy of the initial and annually submitted Form PCS-102, Contracting Entity and List of Staff, Subcontractors and Volunteers for each annual term of the contract. The PCS-102 is also required any time there is a change of staff and must be approved by the Contract Manager prior to the specific staff providing services.</p> <p><b>c)</b> Documentation clearly establishing that the Contractor's service providers meet the minimum qualifications stated in this contract.</p> <p><b>d)</b> Criminal and DFPS History Check Copy of completed form 2970c and 2971c and the cleared disposition (exception: subcontracted translators and interpreters).</p> <p><b>e)</b> Subcontract, if applicable.</p> <p><b>f)</b> Subcontractor's certificate of insurance (exception: unless all doing business solely in the Contractor's office, Commercial Crime Policy, and if providing interpreter/translator Services).</p> <p><b>g)</b> Written approval by DFPS Contract Manger in required on Form PCS-102, Contracting Entity and List of Staff, Subcontractors and Volunteers.</p>
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**2.15 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).

**2.15.1 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.

### **2.15.2 Subcontract Requirements**

- A. Subcontractors providing services under this Contract must meet the same requirements as specified in the prime contract. Subcontract requirements do not apply to subcontracted Translator and Interpreter Services. No subcontract under the Contract shall relieve the Contractor of the responsibility for ensuring the requested services are provided in compliance with the prime contract.
- B. 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:
    - a. All parties to the contract;
    - b. The scope of work to be performed;
    - c. The administrative duties associated with the delivery of services;
    - d. Work schedules or when work is to be performed;
    - e. The credentialing requirements;
    - f. Compensation and rates of pay to include a measurable method of payment and incentives or remedies and their basis;
    - g. Contract performance requirements;
    - h. Description of monitoring to be conducted;
    - i. All terms required by the DFPS contract;
    - j. A termination clause;
    - k. All appropriate clauses to accomplish the contracted services at the service level expected in the prime contract.
- C. 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:
  - a. Policies and procedures;
  - b. Subcontracting document;
  - c. Monitoring policies and procedures; and
  - d. Background check procedures.

A sample of the copy of the Subcontracting Review & Acceptance Form, PCS-107 has been made available for contractor viewing only on the DFPS website at:

[https://www.dfps.state.tx.us/Doing\\_Business/Purchased\\_Client\\_Services/Regional\\_CPS\\_Contracts/forms.asp](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)

- 8) 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](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp)
- 9) 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.

## **2.16 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.

**2.16.1** 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.

**2.16.2** 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.

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

**2.16.4** 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.

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

- A. 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.
- B. 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.

**2.16.6 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.

**2.16.7 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.

### **2.16.8 Request for Documents**

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

**2.16.9** 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.

## **2.17 DFPS Background Check Policy**

**2.17.1** 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**.

**2.17.2** The Contractor will get the information necessary to run these background checks via [Forms 2970c and 2971c](#). It may be necessary for the Contractor to obtain additional information from the employee, subcontractor, or volunteer if the person does not live in Texas or has recently lived outside of Texas in another state. See 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](https://www.dfps.state.tx.us/Background_Checks/default.asp)

**2.17.3** 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](http://www.dfps.state.tx.us/Background_Checks/documents/ABCS_User_Guide.pdf)

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**2.18 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.

**2.18.1 Performance Measures**

<b>CRITICAL TASK #1</b>
<b>PERFORMANCE PERIOD:</b> Contractor performance for this Outcome is determined for one or more of the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through February 28/29 (Performance Period 1); March 1 through August 31 (Performance Period 2).
<b>INDICATOR:</b> Percent of authorized service(s) provided within ten (10) business days of receipt of the 2054 and referral documents.
<b>TARGET:</b> 95%
<b>DATA SOURCE:</b> Self-reported by Contractor.
<b>METHODOLOGY:</b>  <u>Numerator:</u> The total number of authorized services (from the denominator) provided within ten (10) business days of receipt of the 2054 and referral documents.  <u>Denominator:</u> The total number of authorized services required after receipt of the 2054 and referral documents during the Performance Period.

**2.18.2 Performance Measure Requirements**

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

- A. Enter the total number of authorized services provided within ten (10) business days of receipt of the 2054 and referral documents.
- B. Enter the total number of authorized services required after receipt of the 2054 and referral documents during the Performance Period.
- C. Keep all records of: clients, client referral documentation including 2054s, authorized services and services provided, client evaluations, as well as 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.
- D. 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.
  - a. 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.

<b>Performance Period</b>	<b>Time Included</b>	<b>Report due between dates shown but no later than the last day indicated</b>
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

### **3 UTILIZATION AND COMPENSATION**

#### **3.1 Utilization**

##### **3.1.1 Projected Utilization**

Actual level of utilization or specific number of clients referred will vary according to the needs of staff, individual client needs and regional allocations.

##### **3.1.2 General Utilization**

DFPS does not guarantee utilization or any level of utilization to any specific Contractor. The final decision for use, partial use, and non-use of these professional services lies within the authority of DFPS.

#### **3.2 Compensation**

##### **3.2.1 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.

##### **3.2.2 Method of Payment**

A. Contractor will be paid a mutually agreed upon fee for each service rendered by Contractor.

##### **B. Translator and Interpreter Services**

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

##### **C. Contract Specific Training**

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

**D. 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.

**E. Sequestration Impact**

Sequestration refers to the automatic spending cuts that are required under the 2011 Budget Control Act. This law required \$1.2 trillion in automatic cuts to mandatory and discretionary programs, to begin in 2013, if Congress failed to pass legislation that would reduce the nation's deficit by at least \$1.5 trillion during the next decade. The failure of Congress to pass any deficit reduction legislation has triggered the automatic cuts required under sequestration.

These across-the-board cuts are set to begin January 2, 2013, and continue for the next 10 years. The cuts must be split equally between security and non-security programs, according to the Budget Control Act.

DFPS has determined that this solicitation has the potential to be impacted by these budget cuts.

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### **3.3 Invoicing Process**

**3.3.1** 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 contract negotiated unit rate.

#### **A. Instructions for Invoicing DFPS**

- 1) No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices submitted to the applicable CPS Regional Contracts office.
- 2) Invoice billing statements submitted to DFPS must include:
  - a. Department pre-bill, signed and dated, reflecting services authorized and delivered;
  - b. Signed State of Texas Purchase Voucher, Form 4116X
  - c. 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;
  - d. Medicaid denial notice, if applicable;
  - e. If applicable, a signed and dated certification completed by the interpreter/translator documenting the following:
    - i. The date and actual service time for each episode of service delivery;
    - ii. The amount due per episode;
    - iii. The calculation of the total amount billed for the billing month; and
    - iv. Signature of therapist affirming the interpreter/translator's participation and accuracy of billing per episode.
  - f. Any other supporting documentation requested by the Department.

#### **3.3.2 Due Date**

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

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## **4 APPLICATION SUBMISSION & SCREENING**

### **4.1 Contract Awards**

DFPS may award one or more contracts under this RFQ.

### **4.2 RFQ Enrollment Cancellation/Partial Award/Non-Award**

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

### **4.3 Right to Reject Applications or Portions of Applications**

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

### **4.4 Joint Applications**

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

### **4.5 Withdrawal of Applications**

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

### **4.6 Application Submission Instructions**

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

### **4.7 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.

### **4.8 Costs Incurred**

Applicants understand that issuance of this RFQ 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.

#### **4.9 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.

#### **4.10 Selection of Provider**

In accordance with Government Code Chapter 2254.003, the provider(s) will be selected on the basis of demonstrated competence and qualifications to perform the services.

The professional fees under the contract:

- 1) Must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- 2) May not exceed any maximum provided by law.
- 3) DFPS recognizes the Texas Medicaid rate for a psychiatric evaluation as a reasonable rate.

#### **4.11 Non-Responsive Responses**

A Response will be considered non-responsive and will not be considered further when any of the following conditions occurs:

- 1) The Response is not clearly legible. Typewritten is preferred.
- 2) The Response fails to meet major RFQ specifications, including:
  - a) The Respondent fails to submit substantial elements of the required Response, supporting documentation, or forms.
  - b) The Respondent is not eligible under **Section 2.13**.

If no responsive Responses are received, DFPS reserves the right to award a contract based on noncompetitive negotiations.

#### **4.12 Corrections to a Response**

40 TAC §§732.215-217 describe when DFPS may allow for corrections to a Response during the screening process.

#### **4.13 Review and Validation of Responses**

The Respondent must provide full, accurate, and complete information as required by this solicitation. As part of the review process, DFPS staff may validate any aspect of the Response.

Validation may consist of on-site visits, review of records, and confirmation of the information submitted by the Respondent with the Respondent and third parties.

#### **4.14 Additional Information**

By submitting a response, the Respondent grants DFPS the right to obtain information from any lawful source regarding the Respondent, its directors, officers, and employees:

- 5.1.1 Past business history, practices, and conduct;
- 5.1.2 Ability to provide the services to meet the needs of the clients for whom the services are being purchased; and
- 5.1.3 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.

#### **4.15 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.

#### **4.16 Protest**

The protest procedure for an Applicant who is not awarded a contract to protest an award or tentative award made by DPFS is allowed for competitive procurements. This procurement is non-competitive and cannot be protested as provided in 1 TAC §391.301.

## **5 Organization of Electronic Submission of Application**

### 5.1 Psychiatric Services RFQ Application and Required Forms

Appendix A: Applicant Instructions

Appendix B: Required Forms

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