## 5.3 PAC Open Enrollment Contract Documents File – Table of Contents

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**N502 FORM-5622V**

**NOVEMBER 2019**

**5.3.1 DFPS PAC VENDOR SUPPLEMENTAL & SPECIAL CONDITIONS**

**SECTION I**

**SUPPLEMENTAL CONDITIONS**

There are no Supplemental Conditions that modify the DFPS Vendor Uniform Terms and Conditions.

**SECTION II**

**SPECIAL CONDITIONS**

In addition to the DFPS Uniform Terms and Conditions, the Contractor agrees to comply with the following DFPS Vendor Special Conditions.

1. **REPORTING ABUSE, NEGLECT, OR EXPLOITATION.**

Contractor will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261.

1. REMEDIES.

In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following.

1. Corrective Action Plan (CAP). DFPS will provide the Contractor with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.
2. Contractor must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval.
3. Upon receipt of DFPS’s approval, the Contractor must implement and maintain compliance with the requirements of the CAP.
4. Suspension. DFPS may suspend or remove all or any part of the Contract.
5. Removal of Staff. DFPS reserves the right to require Contractor to remove any employee, volunteer, or agent of the Contractor or any subcontractor from the provision of services under this contract or to prohibit any employee, volunteer, or agent of the Contractor or any subcontractor from having direct contact with DFPS referred clients or client records.

### **INFORMATION SECURITY REQUIREMENTS.**

Contractor must comply with: <http://www.dfps.state.tx.us/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf> and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements.

### **REMOVAL OF ACCESS.**

Contractor will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with Contractor has ended for any reason.

**D. INSURANCE.**

* 1. The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the following requirements and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.
     1. Commercial General Liability - $300,000 per occurrence and $600,000 for aggregate; and
     2. Commercial Crime Policy with a 3rd Party Employee Dishonesty or “Client Property” endorsement - $25,000.

1. This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes “B” or higher by A.M. Best, as applicable.  An insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.
2. The Contractor will obtain a Certificate of Insurance or equivalent documentation (Insurance Document) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 1 above. The Certificate of Insurance must be issued to DFPS or designate DFPS as the Certificate Holder.   The Contractor will provide this Insurance Document to DFPS prior to Contract execution.
3. If the Contractor’s insurance coverage required by this Section is renewed, no longer current or there is a material change to the Insurance Document, then the Contractor will provide DFPS with a current Insurance Document. Furthermore, the Contractor agrees to provide this Insurance Document to DFPS in a manner that ensures DFPS has a current Insurance Document on file at all times and will provide additional or requested documentation at any time to DFPS.
4. When an equivalent insurance coverage or Self-Insurance Plan is submitted to satisfy the DFPS insurance requirements in Subsection 8 below, DFPS may request that additional information be provided by Contractor or Contractor's insurance company or equivalent provider.
5. DFPS has the sole discretion to determine whether an Insurance Document provided to DFPS will be accepted as documentation that the Contractor has met this Section’s requirements.

7.   DFPS may require the Contractor to provide any additional documentation to meet the requirements of this Section. DFPS may request that the Contractor permit DFPS to contact Contractor’s insurance company or equivalent provider directly. The Contractor will provide any documents required by DFPS under this Section without additional expense or delay.

**E.** **CONTRACT TERMINATION AND END OF CONTRACT TERM.**

In addition to the requirements in the Uniform Terms and Conditions, the following will apply.

1. At the end of the Contract term or other contract termination, the Contractor will, in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services.
2. In the event this is not possible to continue to provide services at the end of expiration of the Contract, the Contractor and DFPS will work together to ensure that services are continued or transitioned in accordance all terms and conditions of this Contract.
3. After being notified by DFPS, the Contractor will continue to provide authorized services after the date of Contract termination or Contract expiration in accordance with this Contract.

**5.3.2 DFPS UNIFORM TERMS & CONDITIONS – VENDOR VERSION**

The Contractor will comply with the DFPS Vendor Uniform Terms and Conditions (5654V) at the DFPS website on the Forms for Contracting with DFPS at <http://www.dfps.state.tx.us/Doing_Business/forms.asp>

5.3.3 PAC PERFORMANCE MEASURES

**Performance Measures**

Pursuant to [Texas Human Resources Code §40.058](http://www.statutes.legis.state.tx.us/Docs/HR/htm/HR.40.htm), 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. The performance of the Contractor will be evaluated during the life of the contract through the Performance Measures found below and through monitoring of contract requirements outlined throughout the resulting contract.

The goal of the contract is to enable the clients to engage in Activities of Daily Living (ADL) or perform the necessary functions for independent living with the goal of further preventing or alleviating abuse, neglect, or financial exploitation and reducing the risk of recidivism.

The Contractor will:

1. Date stamp or otherwise document the date received directly from DFPS on the Service Authorization.
2. Tally the total number of Service Authorizations received during a Performance Period. Each Service Authorization received for each client served is counted that may represent duplication of clients.
3. Tally the total number of Service Authorizations reported that resulted in a Service Delivery Plan being implemented within the required timeframe.
4. Report the Performance Measure data for each Performance Period using the web-based PMET (Performance Management Evaluation Tool) system. An account must be registered in the PMET system following the provision of the first service provided under this contract at <https://www.dfps.state.tx.us/application/PCSPMET>. The PMET User Guide is at <https://www.dfps.state.tx.us/application/PCSPMET/PMET%20User%20Guide.pdf>.
5. Keep all records of Service Authorizations and Service Delivery Plans on file and available to DFPS upon request for the time period specified by DFPS for records maintenance (See Section II (A) of the DFPS Vendor Uniform Terms in Section 5.3.2). The records must be maintained in a manner to allow for the testing of the validity of the results being reported. This means that required documentation must be maintained for each Performance Period, including a copy of the performance results which were reported in PMET to DFPS Contract Performance.

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| **Critical Task #1:** Contractor is prompt in responding to the client's need for service(s). |
| **Performance Period**: Contractor performance for this outcome is determined for one or more of the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, and December 1 through February 28/29, March 1 through May 31, June 1 through August 31. |
| **Indicator:** Percentage of Service Delivery Plans implemented within the three-day required timeframe during the Performance Period. |
| **Target**: 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of Service Authorizations (Form 2311) received that resulted in a Service Delivery Plan implementation within the three-day required timeframe during the Performance Period.  Denominator:  The total number of Service Authorizations (Form 2311) received that resulted in a Service Delivery Plan implementation during the Performance Period. |
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| **Quality #1:** Contractor provides valid documentation of services. |
| **Performance Period**: Contractor performance for this outcome is determined for one or more of the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, and December 1 through February 28/29, March 1 through May 31, June 1 through August 31. |
| **Indicator:** Percentage of Service Delivery Plans documented in the client file during the Performance Period. |
| **Target**: 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of Service Delivery Plans documented in the client file during the Performance Period.  Denominator:  The total number of Service Authorizations (Form 2311) received during the Performance Period. |