Texas Department of Family and Protective Services

Jaime Masters, Commissioner

Open Enrollment

For

Residential Child-Care Services

Provided By

Child Placing Agencies (CPA)

Enrollment Number: HHS0000088

Enrollment Period Opens: November 1, 2017

Enrollment Period Closes: August 31, 2023

NIGP Class/Item Code:

952-47  
952-59

Addendum #14: August 17, 2022

Addendum #13: May 20, 2022

Addendum #12: November 22, 2021

Addendum #11: November 1, 2021

Addendum #10: September 2, 2021

Addendum #9: June 9, 2021

Addendum #8: September 1, 2020

Addendum #7: January 1, 2020

Addendum #6: September 1, 2019

Addendum #5: September 26, 2018

Addendum #4: August 31, 2018

Addendum #3: August 2, 2018

Addendum #2: January 26, 2018

Addendum #1: January 4, 2018

# GENERAL INFORMATION

## Open Enrollment Purpose

The Child Protective Services Program (CPS) of the Texas Department of Family & Protective Services (DFPS or Department) is issuing this Open Enrollment to seek applications from:

### DFPS Licensed Child Placing Agencies (CPA) to enter into contracts with them to provide Residential Child Care Services for children in its managing conservatorship in DFPS Regions across Texas (See Subsection 1.6.2 for a map); and

### Out-of-State Applicants that will provide equivalent CPA Residential Child Care Services to children in DFPS managing conservatorship in its facilities located outside of Texas. These Out-of- State Applicants must be licensed to provide these services through its state regulatory entity.

### For the purpose of this Open Enrollment, unless otherwise noted as In-State or Out-of-State, the requirements will apply regardless of the location where the Applicant will provide services to DFPS children.

## Point of Contact

### Unless instructed otherwise by the Point of Contact, all inquiries concerning this Open Enrollment and potential Applicants must direct all communications to this Point of Contact at [DFPS24HourResidentialApplications@dfps.texas.gov](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV).

## Open Enrollment ESBD and HHS Enrollment Posting, Amendments and Announcements

* + 1. Texas Health and Human Services Commission (HHSC) Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the Texas Comptroller of Public Accounts’ Electronic State Business Daily (ESBD) at [ESBD](http://www.txsmartbuy.com/sp) and on the HHS Business and Contracting Opportunities’ Open Enrollment site at [HHS Enrollment](https://apps.hhs.texas.gov/pcs/openenrollment.cfm).

### DFPS reserves the right to revise the 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 ESBD and the HHS Open Enrollment Opportunities by HHSC PCS.

### It is the responsibility of potential Applicants to check periodically the ESBD or HHS Open Enrollment Opportunities for any updates to this Open Enrollment and to comply with these requirements. The Applicant’s failure to periodically check the ESBD or HHS Open Enrollment Opportunities will in no way release them from any responsibility or additional costs to meet the requirements of complying with the Open Enrollment and a Contract that results from it.

## Open Enrollment Background

### **DFPS Mission**

The mission of DFPS is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by involving clients, families, and communities.

### **CPS Purpose**

The purpose of CPS 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.

### **CPS Objectives**

##### Prevent further harm to children and to keep children with their families when possible;

##### Provide permanence for children in substitute care by resolving danger or enhancing parental protective factors and returning children to their families;

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

##### Accept and prevent separation and work to keep siblings together; and

##### Services respect the child’s culture.

##### Ensure that all provided services meet the following quality indicators:

##### Children are safe in their placements.

##### Children receive quality services designed to meet their individual needs.

##### Children maintain connections to parents, siblings, family, and other individual the child deems as important to themselves.

##### Children are placed with siblings.

##### Services respect the child's culture.

###### To be fully prepared for successful adulthood, children and youth are provided opportunities, experiences, and activities similar to those experienced by their non-foster care peers.

###### Children and youth are provided opportunities to participate in decisions that impact their lives.

###### Services reflect and meet the unique needs of the community.

###### Children experience normalcy.

###### Children participate in quality education programs and services regularly and in accordance with Texas educational laws.

### **Need for CPA Services**

### DFPS has determined that there is a continuing need to seek the services of Residential Child Care licensed CPAs and Out-of-State Contractors who will provide care, custody, supervision, assessment, training, education and treatment services that meet the needs of DFPS Children in care.

### **Additional Information for Prospective Applicants**

### These links serve as reference guides for prospective applicants who are interested in applying for a License and contracting with DFPS to provide Residential Child-Care Services to Children in DFPS foster care.

* 1. <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/default.asp>
  2. <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/comparison.asp>
  3. <https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/24-hour-residential-child-care-provider/become-a-24-hour-residential-provider>

## Eligible Applicants

To be eligible to receive a Contract award through this Open Enrollment, Applicants must submit an Application, Attachments and Required Forms (See Section 6.1) and:

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

### Be legally authorized to do business in the State of Texas and determined to be "Active" by the Texas Comptroller of Public Accounts. Applicants can check their status at <https://comptroller.texas.gov/>;

### Be an individual or entity that:

#### Accepts the requirements of this Open Enrollment and does not alter it;

#### For In-State Applicants, holds a valid HHS CCL-issued License to operate as a CPA issued or has received a valid acceptance letter from CCL prior to submission of an Application (Section 6.1) in the State Applicants Service Delivery Areas in (Section 1.6);

* + - 1. For the License or acceptance letter to be valid, it must be current, cannot be withdrawn or denied at any time between HHS’ receipt of an Application (See Section 6.1).

###### Applicant must have a License within 60 days of submitting an Application (See Section 6.1).

#### If Applicant's CPA does not currently have a CCL License or letter of acceptance as required by this Open Enrollment, the Applicant cannot apply for a contract. For CCL License, contact the HHS CCL office in its Service Area (See Section 1.6 for list and map) to apply for this License. For contact information about the Applicant’s office in their DFPS Region at https://hhs.texas.gov/services/safety/child-care/contact-child-care-licensing.

###### Out-of-State Applicants must be currently licensed to provide the services sought in this Open Enrollment by their equivalent state licensing authority; and

1. For both In-State and Out-of-State, this License must be valid through the entire term of the Contract that resulted from this Open Enrollment.

### Comply with the Insurance Requirements (See II (G) in Section 6.2.1 and I (H) in Section 6.2.2).

### Have reasonable financial stability and solvency to provide services as required by this Contract.

* + 1. Provide a complete list of all its Persons in a Key Position in its Application (see Section 6.1). Applicant will also provide immediately in writing any updates to its Persons in a Key Position list to DFPS during the Application process, after Contract award and through the Contract Term (see Section 2.7.2).
    2. Not be the subject of an Abuse or Neglect Investigation that received a disposition of Reason to Believe (RTB). This eligibility requirement also applies to the Applicant’s Persons in a Key Position (see Appendix I for Definition in the 24-Hour Residential Child Care Requirements (Requirements) at <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/documents/24_Hour_RCC_Requirements.pdf>).

1. If it is found that a Person in a Key Position is ineligible under this Subsection, then the Applicant will remove the ineligible Person in a Key Position and notify DFPS of this action to continue with the Application process. See Section 2.7.2 if a Person in a Key Position becomes ineligible during the Contract Term.
2. If the Applicant is an individual, rather than a legal entity, and the Applicant becomes ineligible under this Section, then the Application will be denied.

### **Nonfinancial Contractors.** For Applicants interested in providing Basic Level Services at no-cost to DFPS children, contact DFPS as provided for in Section 1.2 to apply as a Nonfinancial Contractor.

## In-State Applicants Service Delivery Areas – DFPS Regions

### The Applicant must specify the DFPS Region in which its Residential Child-Care CPA is located and licensed (or has a valid CCL acceptance letter) and provide the physical address for its location in the Application (See Section 6.1), which must be identical to the one on the Applicant’s CCL License.

### A map of all DFPS regions may be accessed at <http://www.dfps.state.tx.us/contact_us/counties.asp?r=all>.

### **DFPS Community Based Care (Formerly Foster Care Redesign)**

### As provided for in Texas Family Code Chapter 264 Subchapter B-1, DFPS has commenced implementation of a community-based model, Community Based Care (CBC), where a single contractor referred to as a Single Source Continuum Contractor (SSCC) provides a full continuum of services to children and families within a designated CBC catchment area. A map of all CBC catchment area may be accessed at <http://www.dfps.state.tx.us/Child_Protection/Foster_Care/Community-Based_Care/default.asp>.

**APPLICATIONS NOT ACCEPTED** -DFPS will not accept new applications for Residential Child Care Services from providers whose entire placement capacity is located solely in a CBC catchment area (see above listing).

If a provider has developed capacity only in CBC catchment areas, DFPS encourages such providers to approach the designated SSCC for their area as provided above.

DFPS will accept new applications from providers who have developed placement capacity both inside and outside designated CBC catchment areas, but DFPS will only utilize the placement capacity that is outside of a CBC catchment area.

**1.7** **Out-of-State Applicants Service Delivery Area**

The Applicant must specify the state outside of Texas in which its equivalent Residential Child-Care CPA is located and licensed and provide the physical address for its location in the Application (See 6.1), which must be identical to the one on the Applicant’s equivalent state License.

## Open Enrollment Contract (See Section 6.2)

### If the Applicant is awarded a Contract for this Open Enrollment, then they agree to comply with:

### The Contract prepared by DFPS and executed by DFPS and the Contractor;

### This Open Enrollment (See Section1.3 for posting links);

### The Contract Document File (See Sections 1.3 and 6.2);

### 6.2.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA;

### 6.2.2 DFPS Uniform Terms and Conditions; and

### 6.2.3 Residential Child Care Services Performance Measures for CPA

### The Applicant also agrees to comply with the terms of the CPS Open Enrollment and Contract Document File as it is posted and any updates to it, including where it is posted if the ESBD or HHS Enrollment site locations are updated (See Sections 1.3 and 6.2); and

### The Applicant will also be responsible for periodically checking ESBD and the HHS Enrollment site, or any successor to these sites, to ensure compliance with any updates to the CPA Open Enrollment and Contract Documents File (See Sections 1.3 and 6.2).

**1.8.2** If after reviewing the Application and if required, completing the Service Level Monitor Review and/or the Readiness Assessment (See Section 5), DFPS may determine that the Contractor will have additional Fiscal and/or Programmatic Provisional Conditions added to the Contract that they execute with DFPS.

### DFPS will determine the length of the Contract’s term and whether the Contract’s term can be extended.

## Funding Availability

External factors may affect the Open Enrollment, including budgetary and resource constraints. Any contract resulting from this Open Enrollment is subject to the availability of state and federal funds.

By issuing this Open Enrollment, DFPS anticipates that budgeted funds will be available. If, however, funds are not available, DFPS reserves the right to withdraw the Open Enrollment or terminate the resulting contract without penalty.

## 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 began January 2, 2013 and continue for the next ten years. The cuts must be split equally between security and non-security programs, according to the Budget Control Act. DFPS has determined that this Open Enrollment has the potential to be impacted by these budget cuts.

## 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.

## 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 §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>

## Use of Ideas by the State of Texas

DFPS reserves the right to use any and all ideas presented in an application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application. An Applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that are known to DFPS before the submission of the application, are in the public domain through no fault of DFPS or become properly known to DFPS after application submission through other sources or through acceptance of the application.

## Copyright Restrictions

DFPS will not consider any Application that bears a copyright.

# STATEMENT OF WORK

If awarded a Contract, the Applicant will be referred to as a “Contractor,” and agrees to comply with the terms and conditions of this Open Enrollment.

## Contract Purpose

#### Contractor will provide quality care with the focus on safety, permanency, and well-being for children and youth in DFPS conservatorship so that they can move into a least restrictive and more permanent, family-like setting.

## Contract Requirements

### The Contractor will provide all services in a manner that safeguards the health, welfare and safety of Children in the least restrictive setting possible and in accordance with the following.

#### 24-Hour Residential Child Care Requirements (Requirements) at <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/documents/24_Hour_RCC_Requirements.pdf>. Out-of-State Contractors will comply with III (A) in Section 6.2.2.

#### HHS Child Care Regulations (CCR) Minimum Standards for CPAs at <https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/minimum-standards>. Out-of-State Contractors will comply with their equivalent state licensing authority.

#### The Contractor agrees to comply with any updates to this Open Enrollment HHS0000088, Requirements, and CCR Minimum Standards, and will periodically review these documents for any updates.

#### For Out-of-State Contractors, if there is a conflict, with Subsections a-c with the Contractor’s state laws or equivalent licensing state licensing authority, Subsections a-c will control. Furthermore, DFPS will have the final determination to resolve any conflicts.

### Effective September 1, 2021 through August 31, 2023, Contractor must use the Supplemental Daily Rate payments (see Section 3.3.1) consistent with the Contract purpose, which includes but is not limited to the following. As instructed by DFPS, Contractor will provide reports of how they used their Supplemental Daily Rate payments.

### Increasing the number of children served by utilizing existing capacity;

### Strengthening the quality of care; and

### Providing targeted capacity expansion for necessary placements (particularly for children with high needs or currently without placement).

* + 1. Effective March 1, 2022 through September 30, 2022, DFPS will disburse to Contractors two $250 Temporary Assistance for Needy Families (TANF) School Allowance payments to cover the cost of clothing and supplies for each child in foster care who is age three-years old and older, as identified by DFPS.

1. As directed by DFPS, Contractor agrees that by accepting these funds, they will ensure that these funds are passed down in a one-time Spring payment and a one-time Fall payment, and they will comply with the requirements in this Open Enrollment and any other requirements and/or instructions from DFPS.
2. Contractor must ensure that the funds be spent to support the individual child identified by DFPS. DFPS will identify eligible children through placement information contained in the state’s IMPACT database and provide this information to the Contractor.
3. The first payment to Contractor will be made by May 31, 2022 for Spring 2022.
4. The second payment to Contactor will be made by August 31, 2022 for Fall 2022.
5. Contractor must provide clear instruction to caregivers on the proper use of the funds and make clear that records related to distribution of funds may be required for review if the program is audited in the future. The Contactor’s tracking reports should show, at a minimum:
6. The date funding was provided to caregiver;
7. The method for how the funding was provided to caregiver;
8. Who received the funding;
9. The individual child the funding was intended to support; and
10. The date, amount and the type of items were purchased to support that individual child.

If the placement of a child changes, and the funds have not been fully expended by the Contractor and caregiver for that individual child, the remaining funds must follow the child to their next placement.

### The Contractor must have quality assurance practices in place which continuously monitor operations and services to ensure both the children’s progress towards service plan goals and the contractor’s compliance with all contract terms, performance expectations, outcomes, and outputs.

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

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

### Contractor must develop, implement and maintain a process to ensure performance measures and reports are complete and accurate.

### The Contractor will have intake and admissions services that are available after normal working hours (including holidays and weekends).

### Contractors providing services to Children parenting their children must:

##### State in their admission policy that Children parenting their children are included in the population served; and

1. Have policies in place specific to this population of Children, including a service plan that addresses the complex needs of these Children and their children.

### If a Contractor is authorized to provide Intensive Foster Family Care Services, then their requirements are in III (B) in Section 6.2.1, which includes Foster Home Eligibility Requirements and Population Characteristics.

## Service Level Monitor and Unit Rates

### DFPS periodically determines Service Level unit rates (daily rates) in accordance with its Cost-finding Methodology. Rates are detailed in Section 3.3.

### DFPS requires that a minimum dollar amount of the daily rate paid by the DFPS be remitted by the Contractor to Foster Parents to pay for the basic Child maintenance costs of Children placed pursuant to the Contract and are in Section 3.3.

### Foster Parent Minimum Reimbursement Funds are all payments of funds received by the Contractor from DFPS that constitute the minimum amounts that the Contractor must pass through to reimburse a Foster Parent for services already provided according to the rates set forth in this Contract. For any and all such Foster Parent minimum Reimbursement Funds, the Contractor must:

#### Hold, maintain, manage, and account for such funds in a fiduciary capacity, without limitation because such funds are held for the sole purpose of disbursement by the Contractor to the applicable Foster Parents;

#### Not directly, indirectly, or collaterally pledge, assign, or otherwise attach, without limitation, as security or collateral to any financial instrument or other obligation any such funds that the Contractor has received, will receive, or may receive under this Contract; and

#### Disburse such funds only to the applicable Foster Parents not later than 10 days after the date such funds are received by the Contractor.

### DFPS’ Service Level Monitor will complete a periodic Service Level compliance review to evaluate the level of services that are being provided by the Contractor. The Contractor will receive written notification of the outcome of the assessment.

#### When deficiencies are identified, the Service Level Monitor provides the Contractor 30 calendar days for correction beginning with the date that the Service Level Monitor provides written notification to the Contractor of not meeting the contracted Service Levels.

#### If correction is not achieved within 30 calendar days of correction period, the Service Level Monitor will issue a final letter indicating the Contractor’s non-compliance with the Service Levels.

#### DFPS will issue written notification to the Contractor of actions needed. The Service Level review determines the daily unit rate until further notice by DFPS.

#### DFPS will notify the Contractor in writing of restoration of rates upon acceptance of corrections.

## Service Level Authorization and Referral Process

### As provided in Section 2.3.4, Service Level Monitor determines the Child’s Service Level. The DFPS regional placement team will seek placement for Children who have Service Levels of Basic, Moderate, Specialized, Intense and Intense Plus with Contractors authorized to provide a specific Service Level.

### DFPS regional placement team will contact the Contractor to confirm that they have a vacancy based on information submitted by Contractors to the General Placement Search (GPS) portal and ask the Contractor to consider the Child for placement. Out-of-State Contractors will not submit to the Database.

### If the Contractor is willing to accept the Child for placement, and this is the best placement option for the child, the caseworker will call the appropriate Contractor staff to schedule a day and time for the Child's placement.

### If the Contractor accepts the placement, the DFPS regional placement team will forward to the Contractor the Child’s psychological evaluation, Common Application (Form 2087), which includes the Child's history and background information and the Service Level Authorization to the Contractor for review for Children with Moderate, Specialized, Intense or Intense Plus Service Levels.

### Foster Care Placement Authorization (Form 2085-FC) provides DFPS’ authorization to for the Contractor to provide residential services to a Child placed with them.

## Eligible Population

### Children with a determined Service Level of Basic, Moderate, Specialized, or Intense referred by the DFPS.

## Client Characteristics

See Application in Section 6.1 for a list of targeted characteristics and behaviors that may be exhibited by Children needing placement.

## Organization and Personnel Qualifications

### Contractor must comply with organization and personnel qualifications in the CCR Minimum Standards and submit the documents required in Section 6.1. Out of State Contractors will comply with this Section as provided for by their equivalent state licensing authority.

### Throughout a Contract Term, Contractor:

#### Must timely provide all updates to its Persons in a Key Position list that it submitted in its completed Application to DFPS (see Section 6.1).

#### Agrees to immediately notify DFPS in writing when it becomes aware that a Person in a Key Position has received an RTB as a result of an Abuse or Neglect Investigation.

#### After receiving notification, but not later than 24 hours, Contractor will remove an ineligible Person in a Key Position from providing any services to DFPS Children.

#### Within 48 hours of removal, Contractor will notify DFPS in writing of the removal.

#### Failure to comply can result in a contract action up to and including termination.

## Background Checks

In addition to complying with VII (C) of Section 6.2.2, anyone who is a Principal or has access to the financial operations of the organization, needs to submit Forms 2970c and 2971c (See Section 6.1).

## Performance Measures

### The Contractor must comply with the Performance Measures in Section 6.2.3.

## Subcontractors

## In addition to complying with VII (T) of Section 6.2.2, and regardless if the Contractor uses subcontractors to provide direct delivery and management services under this Contract, the Contractor is required to submit [2033-RCC](http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?NAME=2033aRCC.doc) annually.

## If Subcontractors are used, then the Contractor will list all of them. If no subcontractors are used, then the Contractor will indicate such.

## Performance Measures

The Contractor must comply with the Performance Measure requirements in Section 6.2.3.

# UTILIZATION AND PAYMENT

## Utilization

### DFPS does not guarantee any minimum level of utilization or specific number of referrals.  Actual utilizations will vary according to the needs of DFPS, individual clients and DFPS budgetary allocations and is at the discretion of DFPS.

## Payment

### DFPS will pay the Contractor the Service Level daily rate (See Subsection 3.3) for each Child placed by DFPS and receiving services in accordance with the Child’s Plan of Service (including Permanency Planning goals), licensing standards, Contract terms, and Service Level standards. DFPS is not obligated to pay for unauthorized services or to pay more than the daily rate.

### DFPS will only authorize payments to be made to the Contractor after deducting any known previous overpayment made by the DFPS to the Contractor.

### DFPS will pay for the calendar day of placement, but not for the calendar day of discharge. If the Child is discharged on the day of placement, the Contractor will not be reimbursed for that day.

### The Contractor will be compensated one time for residential child-care services delivered under this Contract. The Contractor will not invoice for or retain any additional compensation for such services from the DFPS or any other entity.

### DFPS will provide the Contractor notice in writing at least 30 calendar days prior to the effective date of any change that affects payments to the Contractor.

### Contractor will not be paid for services provided without a Form 2085FC or outside of the date range on the Form 2085FC.

### The Contractor will not be reimbursed for vandalism or damage caused by deliberate acts of destruction by a Child placed with the Contractor.

### If a Child is away from the Contractor’s Facility without prior authorization and if the Caseworker or the Caseworker’s supervisors and the Contractor agree in writing that the Child should return to the Facility, then the Contractor may keep the placement open for the Child.

### Reimbursement will be in accordance with 40 TAC §700.323, for up to 14 days of foster care in the following circumstances:

#### Psychiatric hospitalization;

#### Medical facility hospitalization;

#### Runaway;

#### Unauthorized placement;

#### Temporary placement/visit in own home;

#### Locked facility, jail, juvenile detention center; or

#### Short-term substance abuse placement; and

### To receive payment, the Contractor must also:

### Give emotional support to the child (via active participation in the child’s treatment while hospitalized);

### Meet the child's concrete needs (providing clothing, etc.);

### Have frequent face-to-face contact with the child on a regular basis (being physically present with the child at the hospital as required by some medical facilities, etc.);

### Facilitate family visits, as appropriate; and

### Communicate with the medical facility care team regarding the child’s progress and discharge plan.

### DFPS will not reimburse the Contractor for days of foster care when the child reside in the following:

1. Psychiatric hospital once acute care ends;
2. Nursing home placement;
3. Intermediate care facilities for persons with intellectual developmental disabilities (ICFIDD);
4. State Supported Living Centers (SSLC);
5. Placed with a non-licensed relative caregiver;
6. Pre-consummated adoptive placement;
7. Texas Juvenile Justice Department facility; or
8. Texas State Hospitals.

### DFPS may pay the Service Level daily rate for a Child who has returned to a foster home placement during college winter or summer semester break. The DFPS will not pay the Service Level daily rate for a Child who is living in a college dorm or in some other non-foster care living arrangement.

## Fee Schedule.

DFPS will pay Contractor for services at the Daily Rate provided below. For more information about Daily Rates see <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/Rates/default.asp>.

## Daily Rate Paid to Child-Placing Agencies

|  |  |  |
| --- | --- | --- |
| Service Level: | Rate Paid to Child-Placing Agency | Foster Parent Minimum Reimbursement Funds |
| Basic | $49.54 | $27.07 |
| Moderate | $87.36 | $47.37 |
| Specialized | $110.10 | $57.86 |
| Intense | $186.42 | $92.43 |

### 

### **Supplemental Daily Rate**

Effective September 1, 2021 through August 31, 2023, DFPS will pay Contractor a Supplemental Daily Rate for each Child with a Service Level of Moderate, Specialized, or Intense at the rates provided below. The Supplemental Daily Rate is an amount paid in addition to the Daily Rate in Section 3.3.

The Supplemental Daily Rate does not impact the amount of Foster Parent Minimum Reimbursement Funds currently paid to foster families. These minimum pass through amounts remain unchanged for all service levels.

**Supplemental Daily Rate Paid to Child-Placing Agencies**

|  |  |
| --- | --- |
| Service Level: | Supplemental Daily Rate Paid to Child-Placing Agencies |
| Basic | N/A |
| Moderate | $10.05 |
| Specialized | $12.66 |
| Intense | $21.44 |
| Treatment Foster Care | $31.90 |

* + 1. **TANF School Allowance Payments**

Effective from March 1, 2022 to September 30, 2022, and as provided for in Section 2.2.3, DFPS will disburse funds to the Contractor in two payments. DFPS will make no further disbursements or payments to Contractors after September 30, 2022.

## Invoicing Process

Contractors are not required to submit invoices to receive payment. Payment is based on the Child's placement and Service Level information. Once approved by DFPS regional billing staff, invoices are automatically generated on a monthly basis through DFPS’ IMPACT System.

# INFORMATION AND SUBMISSION INSTRUCTIONS

## 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 responses 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 in Section 1.2.

## 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.

## Application Submission Instructions

Applicant will submit all contract application files and documents to [DFPS24HourResidentialApplications@dfps.texas.gov](mailto:DFPSResident@dfps.texas.gov).

## Organization of Electronic Submission of Application

Applicant must organize its scanned and signed Application as provided for in Section 6.1. Each electronic copy of the Application packet must include all folders with the respective listed documents included and the documents must be in order and numbered and labeled accordingly.

# APPLICANT ELIGIBILITY DETERMINATION

## Initial Compliance Screening

DFPS will perform an initial screening of all Applications received, including past business history, practices, and conduct. Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation.

If the Application passes the initial screening, the Point of Contact will notify the Applicant of the Contract Manager assigned to review the application. The Contract Manager will contact the applicant within ten days of being assigned the application and will be the point of contact thereafter.

## Unresponsive Applications

If an Application is determined to be unresponsive while this Open Enrollment is still open, the Applicant may submit another separate and complete Application.

Unless Applicant has withdrawn the Application for this Open Enrollment, an Application will be considered unresponsive and will not be considered further when any of the following occurs.

### The Applicant fails to meet Open Enrollment specifications, including failure to submit required Application, supporting documentation, forms, not eligible under Section 1.5 or does not accept payment rates in Section 3.3.

### The Application is not signed.

### The Applicant’s response is not clearly legible. Electronic is preferred.

### The Application is not received while the Open Enrollment is posted to the ESBD.

### The In-State Applicant does not have an HHS Child Care License within 60 calendar days after submitting the Application.

## Corrections to Application

Applicants have the right to amend their Application at any time prior to an unresponsive decision or Contract award decision by submitting a written amendment to the DFPS Contract Manager assigned to review the application. DFPS may request modifications to the Application at any time and the Applicant will submit it to the DFPS requestor.

## Service Level Monitor Review

After the Application has passed the screening process, the documentation submitted as the Service Level Monitor (See Section 6.1) will be forwarded to the Service Level Monitor for completion of a Service Level review. Upon completion of this review, the applicant will be authorized to provide services for Basic, Moderate, Specialized or Intense levels of care.

The Service Level Monitor review process applies to all Applicants with the exception of Applicants interested in providing Basic Service Level services.

## Readiness Assessment

The Readiness Questionnaire information and documents submitted will be forwarded to a Contract Manager for completion of the Readiness Assessment (See Section 6.1) described in this Subsection prior to Contract award determination.

### A Readiness Assessment will consist of an on-site visit of the Applicant’s physical location and facilities.

### The Readiness Assessment is intended to provide DFPS with an assessment of the Applicant’s readiness and ability to accept Children into care, perform the required program components as provided for in the Requirements, CCR Minimum Standards and this Open Enrollment.

### Readiness Assessment will include a review of the Applicant’s usable space and equipment, proximity and access to needed resources, ability to provide quality services and capacity to protect the health and safety of Children in care.

### Readiness Assessment will also include a review of the Applicant's historical and current compliance with and understanding of HHS Child Care Licensing, Residential Child-Care contracting requirements and a review of the Applicant’s Readiness Questionnaire.

### During the Readiness Assessment the Applicant will receive feedback and technical assistance.

### During the Readiness Assessment, DFPS will meet with only the Applicant's Signature Authority and Administrator/Treatment Director or an equivalent position within the CPA. This individual must be prepared to respond to questions and participate in the on-site visit.

## 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 Children 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.

# ATTACHMENTS TO THIS OPEN ENROLLMENT

The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-3** are located on the ESBD or HHS Enrollment Site (See Section 1.3).

**6.1 CPA Open Enrollment Application, Attachments and Required Forms File (Item 2)**

## 6.2 CPA Open Enrollment Contract Documents File (Item 3)

### **6.2.1** DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA

### **6.2.2** DFPS Uniform Terms and Conditions

### **6.2.3** Residential Child Care Services Performance Measures for CPA