

**Trevor A. Woodruff, DFPS Acting Commissioner**

**Open Enrollment**

**for**

**Intake Case Management (ICM)**

**Enrollment Number: HHS0004823**

**Open Enrollment Period Begins on July 23, 2019**

**Open Enrollment Period Closes on August 31, 2024**

**NIGP Class/Item Code:**

**952-15 Case Management**

1. **GENERAL INFORMATION**

* 1. **Introduction.** The Health and Human Services Commission (HHSC) on behalf of the Department of Family and Protective Services (DFPS or Department) Child Protective Services (CPS) is issuing this Open Enrollment to enter into contracts with qualified Applicants for Intake Case Management Services (ICM), which assesses the appropriate substitute care services for placement for children in DFPS care in DFPS Region 5.
	2. **Point of Contact.** The sole point of contact for questions and communications for this Open Enrollment is Delayne Williams at delayne.williams@dfps.state.tx.us.
	3. **Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements.** HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the HHS Enrollment and Electronic State Business Daily (ESBD) site at:

[HHS Enrollment](https://apps.hhs.texas.gov/pcs/openenrollment.cfm) (<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>)

[ESBD](http://www.txsmartbuy.com/sp) (<http://www.txsmartbuy.com/sp>)

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

| **Table 1 - Procurement Schedule** |
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| Open Enrollment Period Opens | ***July 23, 2019*** |
| Open Enrollment Period Closes | ***August 31, 2024*** |
| Anticipated Contract Start Date | ***No earlier than September 1, 2019*** |

* + 1. DFPS may adjust the closing date for this Open Enrollment for a specific Region to meet DFPS’ and its clients’ needs. Furthermore, DFPS may re-open this Open Enrollment, the enrollment period to add a specific Region to meet DFPS’ needs.
		2. All Adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (See Section 1.3).
	1. **Open Enrollment Background**
		1. **DFPS Mission.** The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.
		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.
	2. **Eligible Applicants.** To be eligible to receive a Contract award through this Open Enrollment, Applicants must comply with the following:
		1. Submit an ICM Application and Required Forms (See Section 5.1).
		2. Not be debarred from receiving any federal or state funds at the time of the Contract award.
		3. Be legally authorized to do business in the State of Texas and determined to be "Active" by the Texas Comptroller of Public Accounts. Applicants can check their status at: <https://mycpa.cpa.state.tx.us/coa/search.do>.
		4. Hold a valid and current HHSC Residential Child-Care License (License) issued by HHSC Residential Child-Care Licensing as a General Residential Operation (GRO) that provides Emergency Care Services (Emergency Shelter) . Refer to the HHSC public website at <https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/minimum-standards>.
		5. Comply with Insurance requirements in Section 2.7.
		6. Accept the requirements of this Open Enrollment by executing the Application in Section 5.1.
		7. The Applicant’s Emergency Shelter must be located within DFPS Region 5. DFPS may adjust the Service Delivery Area at any time to meet the needs of clients. Refer to the DFPS public website, Contact Us, Regional Maps, at <http://www.dfps.state.tx.us/contact_us/map.asp>.
	3. **Open Enrollment Application Contract Documents**
		1. The Applicant, if awarded a Contract for this Open Enrollment, will be referred to as a “Contractor,” and agrees to comply with this Open Enrollment, the ICM Contract executed between the Parties (See Section 5.2), 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>
		2. If awarded a Contract, the Applicant will execute an ICM Contract prepared by DFPS.
		3. The Contract term will begin on the date the Contract is countersigned by DFPS or on September 1, 2019, whichever is later, and will end on August 31, 2024.
	4. **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.
	5. **Texas Public Information Act.** Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and [Government Code Chapter 552](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

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

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

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

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

* 1. **Use of Ideas by the State of Texas.** DFPS reserves the right to use any and all ideas presented in an application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application. An Applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that are known to DFPS before the submission of the application, are in the public domain through no fault of DFPS or become properly known to DFPS after application submission through other sources or through acceptance of the application.
	2. **Copyright Restrictions.** DFPS will not consider any application that bears a copyright.
1. **STATEMENT OF WORK**
	1. **Need for Services.** DFPS is purchasing ICM services for placement recommendations that best meet the identified needs of children in DFPS Region 5 (See Section 1.6.7) who are referred to the Contractor. DFPS prefers these placements to be in or as close as possible to the county of the child’s removal and keep sibling groups together.

ICM includes case coordination necessary to make informed, timely decisions regarding the best placement options for DFPS children in a short-term Emergency Shelter. DFPS may also require the Contractor to provide Court Related and Diagnostic Consultation Support Services.

 ICM is in addition to any Minimum Standard that the Contractor is required to perform as part of their Emergency Shelter License (See Section 1.6.4). The Contractor will still be required to provide the rapid medical, psychological, and developmental assessments.

* 1. **Eligible Client Population.** DFPS Children ages zero to 17, who have been removed from their homes or a substitute care arrangement by DFPS staff, temporarily placed in the Contractor’s Emergency Shelter.
	2. **Eligible Client Characteristics**
		1. Children who have behavioral or emotional issues as a result of abuse or neglect;
		2. Sibling groups, ages zero to 17;
		3. Children with a service level of Basic, Moderate, Specialized, Intense, or Intense-Plus as described on the DFPS public website, Foster Care, Service Levels: <https://www.dfps.state.tx.us/Child_Protection/Foster_Care/Service_Levels.asp>; and
		4. Children who are in DFPS care and need adjustment to separation from biological parents.
	3. **Contract Requirements**
		1. **Service Authorization and Referral Process.** CPS staff will initiate referral for ICM services for eligible clients by submitting Service Authorization (Form 2054) to the Contractor. Upon receipt of Form 2054, the Contractor must collaborate with the referring CPS caseworker and with staff of the Emergency Shelter where the referred child is placed within 24 hours to obtain background information on the child.
		2. **Service Delivery Hours.**  Contractor must be available to deliver services during regular DFPS business days, Monday through Friday, 8:00 AM to 5:00 PM. Any holiday schedule must correspond to DFPS' holiday schedule: <http://www.hr.sao.texas.gov/Holidays>.
		3. **Initial and On-going Assessment.**  The Contractor must coordinate with the referring DFPS caseworker and conduct an on-going individual assessment of the child. These assessments must include the following.
1. **Interviews.** Contractor interviews the caseworker, child, and family members as appropriate to obtain background information, identify the family’s dynamics and assess the type and extent of family dysfunction, to be considered for determination of placement needs. Interviews are to be documented in the child’s file as provided for in Section 2.4.9 (C) (Comprehensive Written Report), if applicable.
2. **Monitoring.** Contractors must complete the following:
	1. Review child’s file, including daily checklists and notes by Emergency Shelter staff;
	2. Provide daily monitoring of the child’s behavior through the use of checklists developed by the Contractor;
	3. Review charts maintained by Emergency Shelter staff;
	4. Conduct interviews with Emergency Shelter staff;
	5. Contact school to obtain information regarding child’s identified needs and progress;
	6. Conduct interviews with the child; and
	7. For each 30 calendar day period, provide a minimum of 60 minutes of direct observation of the child in various settings, including meal time, play time, leisure time, etc.
3. **Grade Level Assessment.** Completion of Woodcock Johnson test to assess child’s grade level, if need is determined. If a need for special education is indicated, preliminary work must be completed in preparation for an Admission, Review & Discharge/Dismissal (ARD).
4. **Supplemental Testing.** The Contractor will schedule supplemental testing or evaluation as needed, such as Sensory Processing assessment, Substance Abuse Subtle Screening Inventory (SASSI) and Beck Inventory.
	* 1. **Case Staffings.** Upon request by DFPS, the Contractor will participate in case staffings to provide information and to assist CPS to formulate discharge/placement plans.
		2. **Visits.** Upon request by DFPS, the Contractor will facilitate family and sibling visits with the child.
		3. **Placement Documentation.** The Contractor must obtain the following documentation required for placement, which includes, but is not limited to the:
5. Most recent medical and dental reports, including but not limited to Child and Adolescent Needs and Strength (CANS) assessment, immunization record, TB test results, etc.;
6. Educational records, including but not limited to report cards, ARD information, assessments or evaluations, etc.
7. Psychological evaluation;
8. Psychiatric evaluation;
9. Any other types of evaluations or assessments conducted; and
10. Birth records.
	* 1. **Service Level Assessment.** The Contractor must obtain appropriate referrals for evaluations or assessments needed by the child and ensure that documentation and recommendations are obtained and evaluated to prepare the following assessments to determine the child’s needs, service level, and most suitable placement. These services will include the following:
11. **Individual** assessment of the child, including:
12. Preparation of social history;
13. Behavioral assessment;
14. Interviews and observations to assess educational needs, including collection and evaluation of school records;
15. Medical, dental, psychological, and psychiatric reports, including any treatment recommendations;
16. Assessment of the presence and impact of trauma, including any known triggers from the child’s trauma history. Include discussion about the following risk factors to healthy development, if known: difficult pregnancy/prenatal trauma, difficult birth, early hospitalization, abuse, neglect, and trauma;
17. Supplemental evaluations, such as sensory processing assessment, SASSI, and Beck Inventory, as needed.
18. **Family** assessment, if applicable, will consist of:
19. Interviews with caseworker, child, and family to obtain background information;
20. Identification of the family’s dynamics; and
21. Assessment of the type and extent of family dysfunction.
	* 1. **Discharge Planning.** The Contractor must coordinate the discharge planning process, including:
22. Collaboration with CPS staff regarding child and recommendations for placement;
23. Assisting the CPS caseworker in communicating with DFPS’ Texas Service Level System contractor and prospective placement facilities, as needed;
24. Completion of DFPS Application for Placement (Form 2087);
25. Completion of Single Child’s Plan of Service (Form K-908-3300-Provider Version);
26. Coordination with DFPS’ Texas Service Level System contractor to determine the child’s required level of care; and
27. Preparation and presentation of a Comprehensive Written Report containing all assessment findings and documents noted above, along with a recommendation for placement that is in the best interest of the child to CPS. Reports should be provided to DFPS in a timely manner, as specified in Section 2.4.9.
	* 1. **Reports to be Submitted to CPS**
28. **Initial Assessment Report.** The Initial Assessment Report is to be submitted to the referring CPS Caseworker within 15 calendar days of receipt of the referral and must include, at a minimum, the following information known to date:
29. Reason for removal and referral;
30. Family history;
31. Behavioral history and observations;
32. Physical and Medical history;
33. Social history;
34. Psychological history;
35. Plan for completion of Assessment and discharge planning, including estimated length of stay; and
36. Signature of each staff participating in the assessment.
37. **DFPS Application for Placement.** Form 2087 is to be submitted to the referring CPS Caseworker within 30 calendar days of the child’s placement in the Emergency Shelter. Contractor must contact the referring CPS Caseworker in writing prior to the due date if any concerns about meeting this timeframe. Form 2087 will be provided to the contractor by DFPS.
38. **Comprehensive Written Report.** The Comprehensive Written Report is submitted to the referring CPS Caseworker within 45 calendar days of receipt of the Form 2054 and must contain the information and observations obtained throughout the assessment process and includes:
39. Intake information;
40. Social history and individual and family assessment information;
41. Reports of any psychological and/or psychiatric evaluations
42. Sensory Processing evaluation and treatment recommendations;
43. Progress notes documenting any individual, family, or group counseling sessions;
44. Medical and dental information;
45. Educational records;
46. Birth certificate, social security information, and any other personal information regarding the child;
47. Form K-908-3300, Single Child’s Plan of Service (Provider Version) and
48. Notes from CPS Staffing meetings, if applicable

**NOTE:** The above information may also be referenced in the already completed Initial Assessment of the Child (Section 2.15.1), Family Assessment (Section 2.15.2), Initial Assessment Report (Section 2.17.1), and Discharge Planning (Section 2.16) Reports. When applicable, information addressed in these Reports must be included and written directly in the Comprehensive Written Report.

* 1. **Support Services.** In addition to ICM, the Contractor will provide the following Support Services when requested by DFPS on the Form 2054.
		1. **Court-Related Services.** The Contractor’s staff must provide testimony at depositions and court appearances. The Contractor will be reimbursed for depositions and court appearances only if such service was requested by the DFPS and the testifying staff member either has been personally involved in the assessment of the child or possesses special expertise pertinent to a child’s case.
1. **Deposition.** Recorded testimony given out of court under oath for later use in open court.
2. **Court Appearance.** Attendance at a court hearing at the request of DFPS with the intent to testify and make recommendations about a DFPS’ child whom the Contractor has served, whether or not the testimony is actually provided.
	* 1. **Diagnostic Consultation.** Provide specialized knowledge or advice to CPS staff, or to another party involved in a case on CPS’ behalf, regarding an open case.
3. **Reimbursable Diagnostic Consultation** includes:
4. Participation in one or more face-to-face case planning meetings, or Staffings with facility staff, CPS caseworker, and others involved in a specific case to assess the child’s needs and plan services to meet them; and
5. Attendance in person at the CPS Family Group Decision Making meeting as requested. If the Contractor is unable to attend, the Contractor may participate by telephone.
6. **Non-Reimbursable Diagnostic Consultations** are informal phone calls or non-client specific discussions between Contractor and DFPS staff.
	1. **Minimum Staffing Qualifications.** DFPS has the sole discretion to determine whether a staff qualification for this Open Enrollments is acceptable or an exception may be granted. Any exceptions to these requirements must be specifically approved in writing by the DFPS Contract Manager.
		1. **Approval of Staff.** Contractor must submit Contracting Entity and List of Staff, Subcontractors, and Volunteers (PCS-102), to DFPS Contract Manager and obtain written approval prior to staff having direct access or contact with DFPS records or DFPS clients. In addition, PCS-102 must be submitted annually in the month of July and any other time when requested by DFPS. PCS-102 is located on the DFPS website, Doing Business with DFPS, Contracting Forms, Regional CPS Contracting Forms, General Documents:

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

* + 1. **Background Checks.** The Contractor must comply with Section VII (C) of the DFPS Vendor Uniform Terms and Conditions (See Section 1.7.1).
		2. **Experience and Education.** All staff providing direct services to youth under this contract are required to have the following experience and education:
1. Intake Case Managers must have a Bachelor's degree or higher in a Human Services Field of study from an accredited four-year college or university;
2. Intake Case Managers must have a minimum of three years paid experience working with abused/neglected children; and
3. All resumes for Intake Case Managers and subcontractors providing ICM must describe knowledge and experience working with families in crisis in the following areas:
4. Knowledge and experience working with young children and adolescents;
5. Knowledge and experience working with abused and neglected children;
6. Knowledge and experience working with CPS staff;
7. Knowledge of placement standards applicable to the Texas Service Levels System;
8. Experience gathering information required in the Form 2087, DFPS Application for Placement and
9. Experience making recommendations for placement of children.
	* 1. **Orientation.** The Contractor must provide basic orientation to all staff and subcontractors. Information must be provided before staff or subcontractors assume duties and must include the following:
10. Client confidentiality;
11. Procedures used in handling emergency situations involving CPS clients;
12. Use of applicable DFPS/Contractor forms, policies, and procedures; and
13. Training on acceptable DFPS documentation requirements.
	* 1. **Training Requirements.**
14. **Trauma-Informed Training.** Intake Case Managers must complete training in trauma-informed child welfare practice by completing Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) Web 2.0, a web-based learning course for TF-CBT for children and their families. This must be completed within three months after commencing direct services to CPS clients. Training may be accessed on the following website for Medical University of South Carolina: <https://tfcbt2.musc.edu/>.
15. **Cultural Diversity Training**. Intake Case Managers must complete a minimum of four hours training in working with culturally diverse populations within three months after commencing direct services to CPS clients. DFPS has the sole authority to determine whether the Contractor’s selected training meets this requirement.
16. **Annual Training.** Intake Case Managers must complete a minimum of 20 hours training annually. Training must include, but not be limited to, the dynamics of abuse, child development, substance abuse, problem identification, group process, crisis intervention, and behavior management.
	1. **Insurance**
		1. The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the amount in below and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.
17. **Commercial General Liability** –$300,000 per occurrence and $600,000 aggregate
18. **Crime Policy (3rd Party 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. This 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 (hereinafter referred to as “Insurance Document”) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 1 and provide this Insurance Document to DFPS prior to or upon 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 coverage requirements in Subsection 1, 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.
		6. 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.
	1. **Subcontracting.** In addition to the requirements in Section II (D) of the Supplemental and Special Conditions (refer to 1.7.1), the DFPS contract manager will review and provide written notification of acceptance of the Contractor’s subcontracting policies and procedures, background checks procedures and any applicable documents.

After review and acceptance, DFPS will provide the Contractor with Form PCS-107, Subcontracting Review & Acceptance Form. Furthermore, the Contractor is encouraged to use Form PCS-107 as a guide to ensure the policies and procedures are in compliance with their resulting contract prior to submitting their policies, procedures and any applicable documents.

* 1. **Performance Measures.** In addition to the Contractor's compliance with all of its obligations and duties under the contract resulting from this open enrollment, DFPS will also evaluate the Contractor on the following Performance Measures.

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| **Outcome #1:** Comprehensive information is provided to determine a child's best placement options. |
| **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 initial submissions of Comprehensive Written Reports accepted by DFPS   |
| **Target:** 90%  |
| **Purpose:** To measure the Contractor's efficiency in providing useful and complete information    |
| **Data Source:** Contractor Self-Reported data |
| **Methodology:** The numerator is the total number of Comprehensive Written Reports initially submitted during the Performance Period that were accepted by DFPS.  The denominator is the total number of Comprehensive Written Reports initially submitted to DFPS during the Performance Period.    |
| **Outcome #2:** The best possible placement options for a child are determined in a timely manner. |
| **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 Comprehensive Written Reports submitted to DFPS within 45 days of referral to the Contractor |
| **Target:** 90%  |
| **Purpose:** To measure the Contractor's ability to provide a timely service    |
| **Data Source:** Contractor Self-Reported data |
| **Methodology:** The numerator is the total number of Comprehensive Written Reports initially submitted during the Performance Period within the required timeframe.  The denominator is the total number of Comprehensive Written Reports initially submitted to DFPS during the Performance Period.    |

* + 1. **Performance Measure Reporting Requirements.** The Contractor will be responsible for supporting the collection of performance measure data and must comply with the following requirements.

1. Report the total number of Comprehensive Written Reports initially submitted to DFPS during the Performance Period (one of the three-month quarters of a state Fiscal Year).
2. Report the total number of Comprehensive Written Reports (reported in #1) that were accepted by DFPS.
3. Report the total number of Comprehensive Written Reports (reported in #1) that were submitted within the required timeframe of 45 days.
4. Keep all records of referrals, Comprehensive Written Reports, and dated contacts with DFPS staff on file and available to DFPS upon request for the time period specified by DFPS for records maintenance.
5. The records must be maintained in a manner to allow for the 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 and in compliance with Section II (A) of the DFPS Uniform Terms and Conditions (See Section 1.7.1).

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| Performance Period  | Time Included | Report due |
| First Quarter  | Sept, Oct, Nov  | December 1-30 |
| Second Quarter  | Dec, Jan, Feb  | March 1-30 |
| Third Quarter  | Mar, Apr, May | June 1-30 |
| Fourth Quarter | Jun, Jul, Aug | September 1-30 |

1. Report the results for each Performance to DFPS Contract Performance using the web-based Performance Management Evaluation Tool (PMET). If the Contractor has never reported performance data for this contract using PMET, an account must be registered in PMET. The Contractor TIN (Texas Identification Number) and the Contract Number are needed to register. Instructions can be found at <https://www.dfps.state.tx.us/application/PCSPMET/>. Select Help > PMET User Guide.
2. Comply with reporting time frames. Performance Measure reporting is to be entered into PMET within 30 days of the end of the Performance Period.
3. **Service Utilization**
	1. **Funding.** DFPS does not guarantee funding at any level and may increase or decrease funds at any time during the term of the contract. Contractors may not use funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, Contractors may not use DFPS funds as match (in-kind or cash match) for any other funding opportunity (grant application) in which the Contractor may be participating.
	2. **Method of Payment.** Services will be paid on a fee for services basis. DFPS will pay the Contractor for service provided based on the following rates.
		1. Completed Comprehensive Written Report - $600.00 per assessment
		2. Court-Related Services - $40.00 per hour
		3. Diagnostic Consultation - $30.00 per hour
	3. **Invoices.**  No payment will be made without the submission of correct invoices that are in compliance with Texas Government Code 2251 (Texas Prompt Payment Act). Invoices must be received at the designated DFPS contract office.
	4. **Instructions for Invoicing DFPS.** Contractor’s staff responsible for preparing invoices will receive instructions on the specifics of invoicing DFPS. The format for invoicing DFPS is determined by the DFPS Contract Manager.
	5. **Invoice Process.** Contractor will receive a Pre-Bill from DFPS listing clients authorized to receive services during the previous month. Contractor will submit required billing forms and supporting documentation, as instructed by the DFPS Contract Manager. After the invoice has been processed by DFPS, a Provider Statement will be provided to the Contractor indicating clients for whom services have been paid.
	6. **Due Date.** Services must be billed to the month in which they were completed. Contractors must submit billings to DFPS by the last day of the month following the month in which the services were provided.
4. **APPLICATION SUBMISSION & SCREENING**
	1. **Open Enrollment Cancellation or Non-Award.** At its sole discretion, DFPS may cancel this Open Enrollment or make no contract awards.
	2. **Joint Applications.** DFPS will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.
	3. **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 Subsection 1.2.
	4. **Application Submission Instructions.** Applicant will submit the ICM Open Enrollment Application and Required Forms (See Section 5.1) to Point of Contract (See Section 1.2).
	5. **Organization of Electronic Submission of Application.** Applicant must organize the signed and scanned Application as provided for in Appendix 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.
	6. **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.
	7. **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.
	8. **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:
		1. Past business history, practices, and conduct;
		2. Ability to provide the services to meet the needs of the clients for whom the services are being purchased;
		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.
	9. **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.
5. **ATTACHMENTS TO THIS OPEN ENROLLMENT**

The following Attachments to this ICM Open Enrollment are located on the HHS Enrollment or ESBD Site (See Section 1.3).

* 1. **ICM Open Enrollment Application and Required Forms**

Appendix A: Application Instructions

 Appendix B: Required Forms

* 1. **ICM Open Enrollment Sample Base Contract**