[](http://intranet.dfps.txnet.state.tx.us/Chief_of_Staff/Communications/Logos/images/cps/CPS_MD.png)

**Stephanie Muth, DFPS Commissioner**

**Open Enrollment**

**for**

**Hospital Sitting Services**

**Enrollment Number: HHS0007894**

**Open Enrollment Period Begins on September 1, 2020**

**Open Enrollment Period Closes on August 31, 2025**

**NIGP Class/Item Code:**

**952-11 Babysitting or Nanny Services**

**952-18 Child Care Services, Including Food Programs**

**952-43 Family and Social Services, Including**

**Shopping and Buying Services**

**952-59 Human Services (Not Otherwise Classified)**

**952-85 Support Services**

Addendum 7 – June 17, 2024

Addendum 6 – July 12, 2023

Addendum 5 – July 31, 2020

Addendum 4 – July 7, 2020

Addendum 3 – June 16, 2020

Addendum 2 – June 11, 2020

Addendum 1 – May 19, 2020

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 Hospital Sitting services in accordance with the specifications contained in this open enrollment in some DFPS Service Delivery Areas (see Section 2.2).

In addition, DFPS may require an Applicant to provide Court and/or Case Consultation services based on the Hospital Sitter services provided by Applicants awarded a contract.

* 1. **Point of Contact.** The sole point of contact for questions and communications for this Open Enrollment is Delayne Williams at [delayne.williams@dfps.texas.gov](mailto:delayne.williams@dfps.texas.gov).
  2. **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 the following locations.

[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** | |
| --- | --- |
| Open Enrollment Period Opens | ***June 1, 2020*** |
| Open Enrollment Period Closes | ***August 31, 2025*** |
| Anticipated Contract Start Date | ***No earlier than***  ***September 1, 2020*** |

* + 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 a Hospital Sitting Services Application and Required Forms (See Section 5.1).
     2. Not be debarred from receiving any federal or state funds at the time of the Contract award.
     3. Be legally authorized to do business in the State of Texas and determined to be "Active" by the Texas Comptroller of Public Accounts. Applicants can check their status at: <https://mycpa.cpa.state.tx.us/coa/search.do>.
     4. Comply with Insurance requirements in Section 2.15.
     5. Accept the requirements of this Open Enrollment by executing the Application in Section 5.1.
  3. **Open Enrollment Application Contract Documents, Forms and Transition**
     1. **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 Hospital Sitting Services 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 at <https://www.dfps.state.tx.us/Doing_Business/forms.asp>.
          2. If awarded a Contract, the Applicant will execute a Hospital Sitting Services Contract prepared by DFPS using this Open Enrollment and the Contract Documents in Section 1.7.1.
     2. **Contract Term.** The Contract term will begin on the date the Contract is fully executed or on September 1, 2020, whichever is later, and will end on August 31, 2025.
     3. **Forms.** For Forms referenced in this Open Enrollment, the Applicant and if awarded a contract, the Contractor, can access these forms at the DFPS website, Doing Business with DFPS, Contracting Forms, Regional CPS Contracting Forms, General Documents at <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>.
     4. **Transition Planning.** At the end of the Contract Term, including renewal or extension period(s), if any, other contract termination or cancellation, the Contractor must in good faith and in reasonable cooperation with the Department, aid in transition to any new arrangement or provider of services. Unless otherwise directed in writing by DFPS, the Contractor will comply with all Form 2054s received through the end date of the contract.
  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 the websites.

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

Public Information Handbook at <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.

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1. **STATEMENT OF WORK**
   1. **Need for Services.** DFPS is purchasing these Hospital Sitting Services for children in DFPS Conservatorship that are hospitalized because of illness or injury, and these services may also be provided at a rehabilitative or nursing home facility.

The Hospital Sitter stays with a child and provides appropriate supervision and basic child care services when the child is hospitalized and a DFPS staff person or a Foster Parent is **not** available to stay with the child.

The Contractor and/or their staff may be required to provide Court and/or Case Consultation services for DFPS as it relates to the services they provide under their contract with DFPS.

* 1. **Service Delivery Area(s)**
     1. DFPS will enter into one or more contract(s) per Service Delivery Area and the Contractor will provide these services in any hospital, rehabilitative or nursing home facility located in the DFPS Region as provided for in their Contract.
     2. DFPS is not accepting Applications for Hospital Sitting Services in DFPS Community Based Care (CBC) Catchment Areas, for DFPS Regions 1, 2, 3, 4, and 5 because the CBC providers in these Regions will be providing these services.
     3. A map of the DFPS Regions can be found at <http://www.dfps.state.tx.us/contact_us/map.asp>.
  2. **Eligible Client Population.** DFPS determines CPS Client eligibility. Only clients referred directly to Contractor by DFPS via Service Authorization (Form 2054) and Referral for Hospital Sitting Services (Form 5612) are eligible for service under the Contract. Contractor will serve all Clients referred by DFPS.
  3. **Eligible Client Characteristics.** 
     1. Contractor will make reasonable efforts to provide services that meet the individual needs of the client.
     2. Contractor will provide services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes and affirms their worth, protects and preserves their dignity, and ensures equity of service delivery.
     3. Contractor will take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each client to ensure that all information is presented in a way that meets the individual needs of each client.
     4. Contractor must be prepared to serve individuals with characteristics including, but not limited toassaultive or homicidal behaviors, pervasive developmental disorders or physical abuse.
     5. The Contractor must serve children who are hospitalized due to illness or injury. Some children may have injuries that involve major trauma.
     6. Contractor must also provide all services in the client's primary language or the language that the client is most comfortable speaking, either directly or through a translator.
  4. **Contract Requirements**
     1. **Service Authorization and Referral Process.**
        + 1. CPS staff will initiate referral for Hospital Sitting Services by transmitting a CPS Service Authorization Form (Form 2054) and Referral for Hospital Sitting Services (Form 5612) to the Contractor.

#### The Contractor must schedule and provide services as requested in the timeframes referenced in this open enrollment in Section 2.7, or in the timeframes as requested by DFPS CPS upon receipt of a properly completed and authorized Forms 2054 and 5612. Services must be authorized on these Forms and received by the Contractor before services can be provided to a DFPS child.

* + - * 1. Forms 2054 and 5612 are primarily transmitted to the Contractor by email, but can also be submitted by hand delivery, commercial delivery service, U.S. mail or fax.
    1. **Client Case Record.** The individual client case record for the child must be maintained by Contractor must include Forms 2054 and 5612 received by the Contractor for each client and as provided in Section 2.10.
    2. **Non-Payment of Services.** The following claims will be subject to non-payment or collection:

1. Form 2054 that is not signed;
2. Service claims that exceed the number of authorized units specified on the Form 2054;
3. Services provided outside the time frames specified on the Service Authorization;
4. Sign-in Long (Form 5613) is not submitted; and
5. One Hospital Sitter caring for more than one child.

* 1. **Service Delivery Hours.**  Contractor must be available to deliver services must be available 24 hours, seven days a week, including evening and holidays as necessary. Service hours must be flexible and include morning, afternoon, evening, and all state holidays (see <http://www.hr.sao.texas.gov/Holidays>).
  2. **Contractor Requirements.**
     1. Contractor must provide Hospital Sitters who are

available to care for a child 24 hours a day, seven days a week, with no lapse in service during a child’s hospital stay.

2.7.2 Contractor must:

#### Develop and maintain a network of qualified and trained as provided for in Section 2, Hospital Sitters who are on call and available, as needed, throughout the term of the Contract and ensure that these Sitters are always awake and observant of the child;

1. Ensure that the Sitter does not work more than 12 hours in any 24-hour period.

#### Contractor will ensure that the Hospital Sitters provided to provide services will be trained with Trauma Informed Care Child Welfare Practices prior to sitting with children at <http://www.dfps.state.tx.us/training/trauma_informed_care/>.

1. If awarded a contract, the Contractor will have existing staff providing services complete this training within 15 calendar days of contract execution and prior to providing these services. Staff hired after contract execution must complete training within 15 calendar days of hire and prior to providing these services.
2. Contractor must maintain a copy of the Trauma Informed Care Training certificate of completion in the Hospital Sitter's personnel file.
3. Review Form 5613 and its proper completion required of Hospital Sitters.
4. Inform each Hospital Sitter in writing and have it acknowledged by the Hospital Sitter by signing and dating it that they cannot leave the child unattended while providing these services.
5. Ensure Hospital Sitters will not have additional persons with them (e.g., family members, acquaintances, etc.) while providing services to a DFPS client (child).
6. Hospital Sitters are required to comply with the instructions provided on Forms 2054 and 5612.
7. If anyone (e.g., family member, parent, relative, acquaintances) enters the room without consent or authorization that is on the Forms 2054 and 5612, the Hospital Sitter must notify appropriate CPS staff immediately.
8. Instruct Hospital Sitters to not provide medical or nursing care to clients.
9. Arrange for a substitute Hospital Sitter, if needed, in a manner that does not interrupt continuing to provide continued services to a child.
10. Instruct Hospital Sitters or other Contractor staff to contact the charge nurse on duty at the hospital or facility, and DFPS staff, if:
11. The Hospital Sitter will be arriving late;
12. When the scheduled Hospital Sitter will arrive;
13. When the scheduled Hospital Sitter will be substituted with when the substitute Hospital Sitter will be arriving with their name and contact information.
14. The sitter must communicate this information via email or phone call. It must also be documented on Form 5613.
15. Maintain confidentiality of client-related information and records as required the DFPS Uniform Terms and Conditions and in accordance with any applicable Federal and State laws.
16. Follow invoicing (billing) procedures in Section 3.
    1. **Hospital Sitter Service Requirements.** The Contractor must ensure that the Hospital Sitters:
       1. Be in good standing with the Contractor’s training requirements;
       2. Maintain the confidentiality of client-related information and records as required the DFPS Uniform Terms and Conditions and in accordance with any applicable Federal and State laws;

* + 1. Meet with the charge nurse prior to the start of their shifts to get an update on the child’s medical condition and needs;
    2. Be in the hospital room with the child and remain awake and be observant of the child at all times;
    3. Interact with the child as appropriate for the child’s age and medical condition after having first discussed with and obtained approval from medical personnel or the charge nurse responsible for the child’s care, which may include reading, playing board games or watching age-appropriate television programs with the child. For infants and toddlers, holding or rocking them;
    4. Assist with feeding the child or assist the child with meals, as needed and as age appropriateness dictates after having first discussed with and obtained approval from medical personnel or the charge nurse responsible for the child’s care;
    5. Not providing medical or nursing care to the child;
    6. Report to the charge nurse on duty in the child’s hospital ward or facility, or other appropriate medical personnel in the ward if the charge nurse is not available, if the condition of the child suddenly changes or appears to be progressively changing;
    7. Immediately report to the Contractor’s appropriate Management staff and appropriate DFPS staff if the condition of the child changes;
    8. Report to the charge nurse on duty in the child’s hospital ward or facility, the Contractor’s appropriate Management staff, and appropriate DFPS staff prior to the scheduled appointment time, if the sitter will be arriving late, or will not be arriving at all, for a scheduled shift; and
    9. Provide appropriate documentation of delivered services to Contractor’s Management staff for record keeping purposes and reimbursement purposes.
  1. **Required Reports.** The Contractor must comply with the following reporting requirements. DFPS may require the Contractor to submit additional reports.

| Table 1 - Required Reports[[1]](#endnote-1) | |
| --- | --- |
| 2.9.1 Progress Reports | |
| Purpose | To provide DFPS staff with information about the services provided and the condition of the child. |
| Minimum Requirements | The Contractor must provide oral and written reports to the DFPS caseworker. |
| Format | 1. The Contractor must provide a written report to the DFPS caseworker, in a format provided by DFPS, or in Contractor’s own format if one is not provided by DFPS, at the conclusion of hospital sitting services. Contractor must provide written reports more frequently if requested by DFPS staff. 2. Contractor must provide oral reports must be provided to DFPS staff as requested. |
| Due Date | Within one business day from the conclusion of hospital sitting services and as requested by DFPS staff. |
| Submit To | DFPS caseworker. |
| 2.9.2. Complaint Report | |
| Purpose | To document, coordinate, respond and report the results of Contractor investigations into complaints related to service delivery. |
| Minimum Requirements | The Contractor must conduct investigation of complaints upon request by DFPS staff and provide oral or written reports to the DFPS CPS Contract Manager, as requested. |
| Format | As requested by DFPS Contract Manager. |
| Due Date | As requested by DFPS Contract Manager. |
| Submit To | DFPS Contract Manager, as requested. |
| 2.9.3. Form 5613 Sign-in Log | |
| Purpose | To document hospital, visit information (e.g., case name, date of visit, hospital sitting location, DFPS caseworker, DFPS Supervisor, scheduled appointment time, actual start and end time, name of Hospital Sitter and visitors, Hospital Sitter and Authorized Approver signature and date, document if Charge Nurse and DFPS were informed when sitter arrived late, not arrived or replaced with substitute sitter). |
| Minimum Requirements | Must be completed for each hospital sitting service and must be signed and dated by Hospital Sitter who provided hospital sitting services and Contractor staff Authorized Approver. |
| Format | Must be legible. |
| Due Date | As Requested by DFPS Program and Contract staff. |
| Submit To | As requested by DFPS Program and Contract staff. |

* 1. **Required Record Keeping.** The Contractor must ensure compliance with all record keeping requirements stated in this contract as well the DFPS Uniform Terms and Conditions. All records must be housed in a central location and made available and accessible to DFPS without limitations.

| Table 2 - Required Records | |
| --- | --- |
| 2.10.1. Individual Client Service Case Record | |
| Purpose | To support and maintain details of services requested by DFPS and provided by the Contractor. |
| Minimum Requirements | 1. The Contractor must maintain individual client records, identified by clients’ names, or other easily and immediately identifiable method. Records may be maintained electronically; however, Contractor must be able to promptly produce an easily legible hard copy of any records, if requested by DFPS. 2. Client records must be housed or maintained in a central location, although backup copies of records may be maintained in an alternate secure location. The case record must contain, but is not limited to: 3. Valid Forms 2054 and 5612 with documented receipt date; 4. Documentation notes and dates of all client service occasions and any other client service Contacts, including but not limited to, brief written notes for each day’s shifts providing the date, start time and end time of the shift, the shift’s Hospital Sitter’s name, a summary of activities performed for or with the child, and any other noteworthy information, such as, but not limited to, a list of visitors, signed or initialed by the Hospital Sitter providing the shift’s direct services; 5. Record of caseworker notifications or other contract-related notices and communications, date and manner in which the notifications were submitted to DFPS; 6. Court related documentation notes and copy of any reports submitted, if applicable; and 7. Copy of all required reports. |
| 2.10.2. Personnel Records | |
| Purpose | To support and maintain for monitoring purposes evidence of the Contractor’s minimum requirements for staff, Subcontractors, and volunteers with regards to qualifications. |
| Minimum Requirements | Contractor's individual file for each staff, Subcontractor and volunteer must include at a minimum, but is not limited to the following:   1. Documentation that clearly establishing that the Contractor's Service Providers meet the minimum qualifications as required by this open enrollment, including the Trauma Informed Care Child Welfare Practices training certificate of completion; 2. Documentation of Background Checks conducted in compliance with the DFPS Uniform Terms and Conditions 3. Documentation of medical testing for tuberculosis conducted as required by the SOW; and 4. Documentation of completed Hospital Sitting Services Training completed, including the Contractor’s requirements. |
| 2.10.3. Billing Records | |
| Purpose | To support and maintain for monitoring purposes evidence of Invoices, payments and adjustments related to services provided by the Contractor and billed to DFPS. |
| Minimum Requirements | Contractor must create and maintain reliable and accurate records to support all actions related to invoicing, payments and adjustments for services provided to DFPS clients. Records must include at a minimum, but are not limited to the following:   1. Copy of all Invoices submitted by the Contractor; 2. Form 4116X, State of Texas Purchase Voucher; 3. Documentation clearly establishing date signed Invoice was submitted; 4. Form 5613; and 5. Any other supporting documentation requested by DFPS. |

* 1. **Court Services**

In addition to Hospital Sitting Services, the Contractor will provide the following Court Services when requested by DFPS on the Form 2054.

* + 1. **Court-Related Services.** If a Court Service is required, DFPS will transmit a Form 2054 to Contractor and reimburse the Contractor for Depositions and Court Appearances.

DFPS will not pay for Court services if the Contractor or its service-provider is requested or subpoenaed to provide Court services by any party other than DFPS.

1. **Deposition.** Recorded testimony to be used in court proceedings.
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 the testimony is actually provided.
   * 1. Billing time for a Court service begins at the time at which the Contractor is requested to arrive for testimony, or actual time of arrival, whichever is later, and ends immediately upon notification that no further services are required, or the testimony is completed. Time required to travel to and from the courthouse or the site is not billable.

A case note to the client file is required and must include, but is not limited to, the following information:

1. Content Requirements
2. Purpose of the court related service;
3. Summary of pertinent case provided; and
4. Copy of Deposition, if applicable.

1. Documentation Requirements
2. Name of the client;
3. Case notes are dated (month/day/year) and signed by the Contractor or Contractor’s staff providing testimony;
4. Date(s) and time(s) spent providing court related service;
5. Subpoena, if applicable; and
6. Location of the Deposition/hearing.
   * 1. **Case Consultation.**

Provide specialized knowledge or advice to CPS staff, or to another party involved in a case on CPS’ behalf regarding an open case as directed by DFPS to obtain Contractor’s recommendations and opinions about a specific client or family.

1. If Case Consultation Service is required, DFPS will transmit a Form 2054 to Contractor for the provision of the service.

1. Contractor must provide case consultation with DFPS staff when requested. Case consultation includes participation in relevant meetings at the request of DFPS.
2. Reimbursement for case consultation service will only be made when it is requested and authorized by DFPS. Billing time for case consultation begins at the time at which the Contractor is requested to arrive for consultation, or actual time of arrival, whichever is later, and ends immediately upon notification that no further case consultation service is required.
3. Time required to travel to and from the site of consultation is not billable, and Informal telephone conversations and meetings are not billable.
4. A case note to the client file is required and must include, but is not limited to the following components:
5. Content Requirements
6. Purpose of the case consultation; and
7. Brief summary of case information shared at consultation.
8. Documentation Requirements
   1. Name of client;
   2. Date and start/end time of consultation;
   3. Location of consultation;
   4. Date and manner in which the consultation was provided to the CPS caseworker; and
   5. Report is dated (month/day/year) and signed by the performing provider.
   6. **Minimum Contractor Qualifications**

Contractor must meet the following organizational qualifications in order to provide hospital sitting services and, as needed, Court-Related and Case Consultation services. A Hospital Sitter can only care for one child at a time and must complete Form 5613, Sign-In Log for each sitting service.

* + 1. **Minimum Organizational Qualifications**

1. **Service Management Experience**

Contractor must have two years of full-time service management experience that is similar to the services sought in the Open Enrollment at the time of Application is submitted by the Applicant. This experience includes the following:

1. Managing, overseeing, leading or providing performance of work similar to the services being purchased;
2. Project development or Management experience working on a social services-oriented project;
3. Managing, overseeing, or leading the performance and work of others in a social service setting; and
4. Performing under contract with a government agency providing social services to the public, or as a private business providing or contracting for this Open Enrollment’s services.
5. **Financial Management Experience**
6. Contractor must have two years relevant financial management experience at the time the Application is submitted; and
7. Maintaining a billing and payment process that complies with Sections 2 and 3 and the DFPS Vendor Uniform Term and Conditions (see Section 1.7.1).
   1. **Minimum Direct Service Staff Qualifications.** Contractor must have at least two staff members who will deliver direct Hospital Sitter services at the time that they submit the Application. Prior to participating in the delivery of any services under this Contract, any of the Contractor’s Hospital Sitters must meet the following minimum qualifications. Hospital Sitter can also be a volunteer or intern; however, they also must meet these requirements:
      1. Age - Be at least 21 years of age;
      2. Education - Have a General Educational Development certificate, high school diploma or a higher educational degree;
      3. Experience - Have a minimum of one year of cumulative experience working with children;
      4. Background Check - Meet DFPS background check requirements as stated in Section VII (C) of the DFPS Vendor Uniform Terms and Conditions (see Section 1.7.1.);
      5. Training - Complete required training provided by the Contractor;
      6. Medical Testing - Be screened for tuberculosis and show a negative result on the screening prior to contract execution (for initial direct service providers at application) and before having contact with children (for any additional direct service providers that may be added to the contract ongoing);
      7. In sufficient health to perform the tasks described in this contract;
      8. Be reliable;
      9. Be punctual in arriving to work;
      10. Be respectful and understand people of different races, cultures, and backgrounds; and
      11. Speak the English language or the same language as the child to be served if the child’s primary language is not English.
   2. **DFPS Contractor and Staffing Approval.** 
      1. DFPS has the sole discretion to determine whether a staff is acceptable, or an exception may be granted. Any exceptions to these requirements must be specifically approved in writing by the DFPS Contract Manager.
      2. **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.
   3. **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.
8. **Commercial General Liability** –$1,000,000 per occurrence and $2,000,000 aggregate.

1. Commercial General Liability Insurance coverage must also include a **Sexual Molestation and Abuse endorsement** coverage with a minimum limit of $1,000,000.
2. **Crime Policy (3rd Party Endorsement)** – $25,000. **Note: Sole proprietorships consisting of a single, self-employed individual are exempt from this requirement.**

* + 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 VII (C) of the DFPS Vendor Uniform Terms and Conditions (see Section 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.
     1. After review and acceptance, DFPS will provide the Contractor with Form PCS-107, Subcontracting Review & Acceptance Form.
     2. 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.
  2. **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 Hospital Sitting Services is to support the child’s placement through purchased hospital sitting services when the child in DFPS Conservatorship is hospitalized and neither a caseworker nor foster parent is available to sit with the child.

* + 1. **Performance Measures**

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| --- |
| **Critical Task #1:** Contractor will schedule and provide requested services in a timely manner. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percentage of services scheduled and provided within the required timeframe(s) upon receipt of properly completed and authorized forms during the Reporting Period. |
| **Target:** 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of services scheduled and provided within the required timeframe(s) during the Reporting Period.  Denominator:  The total number of services scheduled and provided during the Reporting Period.  *Note: If duplicate authorization forms are received for the same service(s), count them as a single service request.* |

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| **Critical Task #2:** Contractor will provide written Progress Reports in a timely manner. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percentage of of written Progress Reports provided to DFPS caseworkers within one business day from the conclusion of hospital sitting services. |
| **Target:** 95% |
| **Data Source:** Contractor Self-Reported Data (PMET) |
| **Methodology:**  Numerator:  The total number of written Progress Reports provided to DFPS caseworkers within one business day from the conclusion of hospital sitting services during the Reporting Period.  Denominator:  The total number of written Progress Reports due during the Reporting Period. |

* + 1. **Performance Measure Requirements.** The Contractor will be responsible for supporting the collection of performance measure data for Critical Task #1 and Critical Task #2 as well as other required metrics. The Contractor must:

1. Enter the total number of services scheduled and provided during the Reporting Period.
2. Enter the total number of services scheduled and provided within the required timeframe(s) during the Reporting Period.
3. Enter the total number of written Progress Reports due during the Reporting Period.
4. Enter the total number of written Progress Reports provided to DFPS caseworkers within one business day from the conclusion of hospital sitting services during the Reporting Period.
5. Keep all records of services as well as verification of written Progress Report 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 Reporting Period, including a copy of the performance results which were reported to DFPS Contract Performance.
6. Report the Performance Measure data for each Reporting 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.

Comply with report date timeframes. Performance Measure reporting is to be entered into PMET within 30 days of the end of the Reporting Period in accordance with the table below. The Performance Period is September 1 through August 31.

|  |  |  |
| --- | --- | --- |
| **Reporting Period** | **Time Included** | **Report due between dates shown but no later than the last day indicated per Reporting Period** |
| Reporting Period 1 | Sept, Oct, Nov, Dec, Jan, Feb | March 1-31 |
| Reporting Period 2 | Mar, Apr, May, Jun, Jul, Aug | September 1-30 |

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1. **Service Utilization and Payment**
   1. **Utilization.** Projected Utilization based on Historical Information. Applicants should review the following historical utilization data during the Application process. The following information in the table is informational purposes only. Actual utilization in any area may change due to the number of families being served or the regional allocation of funds.

|  |  |  |  |
| --- | --- | --- | --- |
| **Fiscal Year 2019** | | | |
| **Region** | **Clients Served** | **Service Units** | **Amount Paid** |
| 1 | 10 | 871.0 | $21,775.00 |
| 2 | 1 | 51.5 | $1,287.50 |
| 3 | 26 | 5,350.3 | $133,757.50 |
| 4 | 3 | 119.3 | $2,981.25 |
| 5 | 0 | 0.0 | $0.00 |
| 6 | 131 | 56,391.5 | $1,409,786.25 |
| 7 | 4 | 906.5 | $22,662.50 |
| 8 | 15 | 2,153.6 | $53,840.75 |
| 9 | 0 | 0.0 | $0.00 |
| 10 | 0 | 0.0 | $0.00 |
| 11 | 8 | 1,383.3 | $34,581.25 |

* 1. **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. Hospital Sitting

A. The Unit of Service for Hospital Sitting is one hour of face-to-face time spent providing this service and observing the child. The Contractor will bill per hour basis in 15-minute increments.

B. **Rate - $25.00 per hour.**

* + 1. Court Services and/or Case Consultation Services
       - 1. The Unit of Service for Court services is an hour for time as provided for in Section 2.11.
         2. **Rate - $25.00 per hour.**
         3. Beginning and ending time supporting the Unit of Service billed must be documented in each client file by completing Form 2057, Court Related Services Case Note and obtaining CPS Representative signature and date of signature.
  1. **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.
     1. 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.
     2. 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.
     3. 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.
  2. **Invoicing Process.** The Contractor will submit to DFPS a total bill each month in the format provided by DFPS and will accept as payment in full the contracted unit rate.
     1. No payment will be made under this Contract without the prior submission of detailed, correct invoices mailed to Regional Contract Office.
     2. Invoice billing statements submitted to DFPS must include:

1. DFPS pre-bill, signed and dated, reflecting services authorized and delivered;
2. Signed State of Texas Purchase Voucher, Form 4116X;
3. Delivered Services Input, Form 2016, 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;
4. For Court Related Services Form 2057, Court Related Services Case Note; and
5. Any other supporting documentation requested by the Department including but not limited to Form 5613.
   * 1. Contractor will not be paid for services provided:
6. Without a signed Form 2054;
7. Services provided outside the authorized date range on the Form 2054; or
8. Without the required supporting documentation.
   * 1. **Due Date**
9. The Contractor must submit a signed and dated Department pre-bill, reflecting services authorized and delivered data by the 30th of each month.
10. Invoices must be received at the designated DFPS contract office.
    * 1. **Sufficient Resources.** The Contractor should expect a two-month delay between the time the Contractor incurs costs and the time that DFPS makes payment for those costs. Historical information about utilization is in Section 3.1.

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1. **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. **Applications Not Accepted.** DFPS is not accepting Applications for Hospital Sitting Services in DFPS Community Based Care (CBC) Catchment Areas, for DFPS Regions 2 and 3b because CBC provider in these Regions will be providing these services.
   4. **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.
   5. **Application Submission Instructions.** Applicant will submit the Hospital Sitting Services Open Enrollment Application and Required Forms (see Section 5.1) to Point of Contact (see Section 1.2).
   6. **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.
   7. **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.
   8. **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.
   9. **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.
   10. **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.

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1. **APPLICATION SUBMISSION & SCREENING**

The following Attachments to this Hospital Sitting Services Open Enrollment are located on the HHS Enrollment or ESBD Site (see Section 1.3).

* 1. Hospital Sitting Services Open Enrollment Application and Required Forms

Appendix A: Application Instructions

Appendix B: Required Forms

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