

**Jaime Masters, DFPS Executive Commissioner**

**Open Enrollment**

**for**

**Supplemental Caregiver Services**

**Procurement Number: HHS0011287**

**Open Enrollment Period Begins on February 1st, 2022**

**Enrollment Period Closes: January 31st, 2027**\*

**NIGP Class/ Item Code:**

**952-59 – Human Services**

**\*DFPS may open, close or extend enrollment for DFPS Regions or counties within a Region as needs change.**

Revised: October 7th, 2022

Revised: February 9, 2022

1. **GENERAL INFORMATION**
   1. **Introduction.** The Health and Human Services Commission (HHSC) on behalf of the Department of Family and Protective Services (DFPS) Child Protective Services (CPS) is issuing an Open Enrollment to enroll Contractors who will provide qualified Supplemental Caregiver Services in DFPS Region 07 to support (1) the safety of children and youth who are receiving supervision and (2) aid Department employees in the caring and appropriate monitoring of children and youth.
   2. **Point of Contact.** The point of contact for questions and communications for this Open Enrollment is [DFPSCWOPContracts@dfps.texas.gov](mailto:DFPSCWOPContracts@dfps.texas.gov).
   3. **Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements**
      1. 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) sites:
         1. [HHS Enrollment](file:///C:\Users\NAJERAJ\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\ZPTN4Q0N\HHS%20Enrollment) at <https://apps.hhs.texas.gov/pcs/openenrollment.cfm>; or
         2. [ESBD](file:///C:\Users\shephaj\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\MK4I1PV6\ESBD) at <http://www.txsmartbuy.com/sp>.
      2. 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.
      3. 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.
   4. **Open Enrollment Schedule**

| **Table 1 - Procurement Schedule** | |
| --- | --- |
| Open Enrollment Period Opens | ***February 1, 2022*** |
| Open Enrollment Period Closes | ***January 31, 2027*** |
| Anticipated Contract Start Date | ***Upon Execution*** |

* + 1. DFPS may modify this Open Enrollment to meet DFPS’ and its clients’ needs, such as adding or deleting DFPS Regions.
    2. All adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (See Section 1.3.1)
  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 Mission.** We partner with families and communities to address child abuse and neglect by practicing in a way that ensures safety, permanency, and wellbeing for the children and youth we serve.
  2. **Eligible Applicants.** To be eligible to receive a Contract award through this Open Enrollment, Applicants must comply with the following.
     1. Submit an Application and Required Forms (Section 5) to provide services in DFPS Region 07. For a map of DFPS Regions, see <http://www.dfps.state.tx.us/contact_us/map.asp>.
        1. If applying for multiple DFPS Regions, only one application is required.
        2. DFPS may adjust the Regions where it has contracts to provide these services at any time.
     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 I (H) of Uniform Terms & Conditions (See Section 1.7.2) and Section 2.6.
  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 and the Parties will execute a Contract that is prepared by DFPS.
     2. The Contractor will comply with the Open Enrollment Number **HHS0011287** and the DFPS Uniform Terms and Conditions at <https://www.dfps.state.tx.us/Application/Forms/showFile.aspx?Name=5645V.docx>.
     3. The Contract Term will begin on the date the Contract when it is fully executed or on February 1, 2022, whichever is later, and will end on January 31, 2027
  4. **Delegation of DFPS Authority**. State and federal laws generally limit DFPS’ ability to delegate certain decisions and functions to a Contractor, including but not limited to policy-making and final decision-making authorities on the acceptance or rejection of services provided under a Contract.

1. **STATEMENT OF WORK**
   1. **DFPS Supervision Services Background**

DFPS will use supplemental caregiver services on an emergency basis when a child or youth is awaiting a licensed, Title IV-E placement and a Department employee must supervise the child or youth in a temporary alternative location. These specific services are intended to support in the caring for, appropriately monitoring, and ensuring the safety of children and youth receiving supervision with oversight from Department employees.

* 1. **Accessibility:** DFPS Supplemental Caregivers must be available 24 hours, seven (7) days a week including holidays as necessary. Supplemental Caregivers must work flexible service hours, including morning, afternoon, evening, and overnight shifts of at least six (6) hours.
  2. **Contractor Location:** Supplemental Caregivers will provide these services in locations where DFPS has elected to temporarily house these children such as an office, hotel, DFPS leased residence, or other alternative location.
  3. **Supervising Individual or Group of Children:** A DFPS staff will always be present during the supervision shift assignment.
     1. Supplemental Caregiver may be assigned to supervise one or more children or youth.
     2. Supplemental Caregivers at DFPS sites supervising children without placement must adhere to the following requirements:
        1. There must be at least two caregivers at every location where at least one child or youth is being supervised.
        2. At least one of the caregivers must be a DFPS Employee.
        3. The other caregiver must be a trained adult, age 21 or older. (See Section 2.9 Personnel Listing and Training Requirements.)
        4. There must be at least one DFPS Employee for every three children at any one location.
  4. **Client Characteristics**. Children can vary in age, but the primary population Supplemental Caregivers will work with include children that can range from 10 to 17 years of age. Client characteristics may include a child or youth with medical, mental, emotional, behavioral or educational needs, which requires close supervision at all times. Client characteristics include, but are not limited to:
     1. Active exhibition of psychotic behavior
     2. Attention Deficit Disorder/Attention Deficit Hyperactivity Disorder (ADD/ADHD)
     3. Autism
     4. Anxiety Disorder
     5. Assaultive behaviors or homicidal
     6. At-Risk Youth (Trafficking)
     7. Behavioral problems
     8. Chronic Health Conditions
     9. Criminal Background
     10. Danger to Self or others
     11. Depression
     12. Developmental Disorders
     13. Diabetes
     14. Diagnostic and Statistical Manual of Mental Disorders, 4th Edition Axis I & II Diagnosis
     15. Eating Disorder
     16. Emotional Disorders
     17. Enuresis/Encopresis
     18. Fire Setting
     19. Gender Identity Issues/ Sexual Orientation
     20. High Risk Youth (Trafficking)
     21. Impulse Control Disorder
     22. Low to Moderate Risk of harming self or others
     23. Maladaptive Behaviors
     24. Medically Fragile
     25. Intellectual Developmental Disability
     26. Oppositional Defiant
     27. Pervasive Developmental Disorder
     28. Pregnant
     29. Primary Medical Needs
     30. Post-Traumatic Stress Disorder (PTSD/Complex PTSD)
     31. Runaway Behavior
     32. Self-Abuse
     33. Sexual Aggression or Behavior Problems
     34. Substance Abuse/Use
     35. Substance Abuse or dependence with the need for medical detoxification
     36. History of Attempted Suicide
     37. Suicidal Gestures
     38. Suicidal Ideation
     39. Other Special Needs, (e.g. dietary, language, etc.)
     40. Additionally, children may:
         1. Be victims of commercial sexual exploitation.
         2. Have experienced physical, sexual and/or emotional abuse, neglect and/or other severe trauma.
         3. Have a history of multiple placement disruptions.
         4. Have limited English-language proficiency.
         5. Have been or currently are involved in the criminal justice system and are currently on probation and/or parole.
         6. Have been or are currently involved in gang activity/ affiliation.
  5. **Minimum Qualifications**
     1. Minimum Organizational Qualifications

Services under this enrollment can be performed by an organization who sends supplemental caregivers to relevant locations or a single individual supplemental caregiver. All supplemental caregivers must meet or exceed the minimum qualifications as required by DFPS, including the following:

* + - * 1. Service Experience

The Contractor or its personnel who perform contracted supplemental caregiver services must have successful:

* + - 1. Service Experience: Two (2) years of full-time relevant caregiving experience. For the purposes of this Contract, DFPS defines relevant experience as managing, overseeing, or leading the performance and work of others in a caregiver social service setting; performing under contract with a government agency providing caregiver social services; or Public or private experience providing or contracting for services similar to those being purchased. Current or prior service experience as a caregiver in a General Residential Operation, a Residential Treatment Center, or a Psychiatric Hospital is the most direct correlation to the contracted supplemental caregiver services under this Enrollment.

Background Check.

Background Check requirements for all staff and professionals as required by Section VII(C) in the DFPS Vendor Uniform Terms and Conditions (See Section 1.7.2).

* + - 1. Subcontractor requirements in Section VII(T) in the DFPS Vendor Uniform Terms and Conditions (See Section 1.7.2) and submit at time of contract execution, their subcontractor policies and procedures that follow PCS-107.
      2. Insurance

The Contractor will provide DFPS documentation of insurance coverage as required by Section I (H) in the DFPS Vendor Uniform Terms and conditions (See Section 1.7.2.)

* + 1. Personnel Listing

If Contractor is an organization, then Contractor must submit a Contracting Entity and List of Staff, Subcontractors, and Volunteers, Form PCS-102OS; located in **Package 3**, listing each individual personnel for the DFPS Contract Manager’s written approval prior to assignment to the contract and on an annual basis thereafter. Written DFPS Contract Manager approval signifies the person has been cleared to provide services and have access to personal client information. DFPS will utilize the Subcontracting Review & Acceptance Form, PCS-107 to document acceptance. The Contractor is encouraged to use Form PCS-107 located at: <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

* + 1. Personnel Training Requirements

Personnel who will deliver supplemental caregiver services must receive pre-service orientation delivered by the Contractor that includes:

* + - 1. The role of CPS;
      2. The dynamics of abuse and neglect;
      3. How behavior may manifest itself in persons with the client characteristics described;
      4. The purpose of the supplemental caregiver services;
      5. The role of the supplemental caregiver;
      6. The rules for supplemental caregiver;
      7. DFPS contract terms;
      8. The process for monitoring and elevating any immediate concerns or issues identified;
      9. How to handle incidents that occur; and
      10. Appropriate use of CPS facilities.
    1. Personnel Files

If Contractor is a business entity, then individual caregiver files for each person providing services must include at a minimum, but is not limited to the following documentation:

* 1. Documentation clearly establishing they meet the personnel minimum qualifications;
     1. Forms 2970c and 2971 found at; <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>, and associated documentation to support cleared background checks;
     2. Documentation verifying participation in orientation; and
        1. Written DFPS Contract Manager approval on Form PCS-102OS; located in **Package 3**, signifying the person has been approved to provide services.
        2. **Contractor must:**
           1. If a business organization, develop and maintain a network of qualified and trained staff who are on call and available, as needed, throughout the term of the Contract;
     3. 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;
  2. Be prepared to serve individuals with characteristics including, but not limited to assaultive or homicidal behaviors, pervasive developmental disorders, or physical abuse;
  3. Provide all services in the child or youth's primary language or the language that they are most comfortable speaking, either directly or through a translator;
  4. Arrive at the location for supplemental caregiver services 15 minutes early to receive a briefing and required information from the DFPS Shift Lead or designee;
  5. Review Attachment A – Sexual History Report and sign Form 2279b (Certification of receipt of child sexual abuse or sexual aggression information) of all children or youth on site, after the information is provided by DFPS Shift Lead or DFPS designee;
  6. Provide the Referral for Supplemental Caregiver Services; located in **Package 2**, to the DFPS Shift Lead or designee for their name and signature to certify the Supplemental Caregiver arrival time;
  7. Be awake and alert at all times;
     1. Be an adult, age 21 or older;
     2. All children and youth must remain in close proximity to CPS or CPI Staff and other trained adult caregivers at all times. The following factors should be considered when determining the type of supervision to be implemented for each child: normalcy for the child, child's service/treatment plan, and best interests of the child;
     3. Make reasonable efforts to meet the individual needs of the child or youth and interact with them as appropriate with consideration for their intellectual functioning, literacy, level of education, and comprehension ability at the direction of and with approval from DFPS Shift Lead or DFPS designee. This may include reading, playing board games or watching age-appropriate television programs with the child or youth;
     4. Provide Referral for Supplemental Caregiver Services; located in **Package 2**, to the DFPS Shift Lead or DFPS designee for their name and signature to certify the Supplemental Caregiver received a pre-shift debriefing and their departure/end of shift;
     5. Work no more than one 12 consecutive hours within a 24-hour period;
     6. Notify the DFPS Shift Lead or DFPS designee immediately if they observe behavioral concerns such as attempts to leave the premise, verbal or physical aggression exhibited, self-harm, etc;
     7. Contractor and Supplemental Caregivers are required to comply with any DFPS or Criminal Investigations or inquiries relating to any incidences involving the supplemental care of DFPS children or youth, to include providing a written statement or account; and
     8. DFPS is responsible and therefore at no time will the Supplemental Caregiver:
        1. Transport a child or youth;
        2. Purchase items for child or youth;
        3. Provide any items to child or youth; or
        4. Administer medication (prescribed or over-the-counter).
  8. **DFPS Responsibilities**
  9. At least one DFPS Shift Lead or designee staff will be present at all times with the supplemental caregivers to provide guidance, support and oversight.
  10. Provide a briefing, rules, and other necessary information regarding the required DFPS Supervision to Supplement Caregivers at the beginning of every shift;
  11. Provide food and snacks for the child or youth;
  12. Provide transportation for the child or youth;
  13. Be solely responsible for the management of a child or youth if they observe or are notified of behavioral concerns such as attempts to leave the premise, verbal or physical aggression exhibited, etc.
      1. Be solely responsible for ensuring medication management to children or youth and ensuring they receive their medications timely.

1. **Personnel Listing and Training Requirements**:

The following personnel listing and training is required for all Contractors and Supplemental Caregivers. This training must be successfully completed by all Supplemental Caregivers prior to receiving referrals and providing Supplemental Caregiver services.

* + 1. **Preventing and Recognizing Youth Sexual Abuse** will be provided by DFPS. This training is required annually and must be completed prior to providing direct client services. The Contractor must maintain documentation of the training for each Supplemental Caregiver providing direct client services, in the staff personnel file. Provider registration information can be found at <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/Training/default.asp#links> along with the Portal Provider and Caregiver Training Hub job aide.
       1. To complete the training and earn credit for completing this course, each individual Supplemental Caregiver providing direct service must provide a valid email address; the organization’s legal entity name; and the procurement number HHS0011287.
       2. Once the course is successfully completed, the Contractor will notify DFPS through the completion of the PCS-102OS for each Supplemental Caregiver.
    2. **Trauma Informed Care Training** provided by DFPS, is required to be completed by all Supplemental Caregivers prior to providing direct client services. Training may be accessed on the following site <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/Training/default.asp#links>

Once the course is successfully completed, the Contractor will notify DFPS through the completion of the PCS-102OS for each Supplemental Caregiver.

* + 1. **Human Trafficking Foundations for Child Watch Support Coordinators Training** provided by DFPS, is required to be completed by all Supplemental Caregiver prior to providing direct client services. The training can be accessed on the following DFPS website: <https://attendee.gotowebinar.com/register/9207949610837358861>

Once the course is successfully completed, the certificate of completion must be printed and submitted for each Supplemental Caregiver along with the application or amendment document.

* + 1. **Children Without Placement (CWOP)** Agreement Document; located in **Package 2**, must be reviewed and signed by each Supplemental Caregiver prior to providing direct client services. The Agreement Document must be provided for each Supplemental Caregiver along with the application or amendment document.
    2. There may be additional training required for Supplemental Caregivers to further ensure the safety of children and youth. DFPS will notify the Contractor of any additional training required and the timeframe in which the training must be completed, in order to fulfill the requirements of this service.

1. **Initiating Services and Invoicing**
   1. The Contractor must confirm the referral with DFPS within 24 hours of request and referral documents by email, to the DFPS staff who made the request.

DFPS reserves the right to alter or amend the service location site and shift times with notice no less than 2 hours from the shift start time.

* 1. Services for Supplemental Caregiver
  2. Contractor must provide Referral For Supplemental Caregiver Services; located in **Package 2**, which includes a Sign-in/Sign-out Log for each date and shift the Supplemental Caregiver is providing Supplemental Caregiver Services and:

1. The information must be printed legibly:
2. The date must be included;
3. The “in and out” times must be written including AM and PM; and

Referral For Supplemental Caregiver Services; located in **Package 2**, must be completed during each shift assignment for each Supplemental Caregiver, so that it can be signed by the DFPS Shift Lead or DFPS designee verifying the information contained in the form.

1. A copy of each shift conducted and documented on Referral For Supplemental Caregiver Services; located in **Package 2**, is required to be emailed along with the completed invoice to the DFPS CWOP Contracts mailbox at DFPSCWOPContracts@dfps.texas.gov. (See Invoicing Section 2.10.3.)
   1. Invoicing:
      * 1. Contractor will submit invoices to the CWOP Contracts mailbox at [DFPSCWOPContracts@dfps.texas.gov](mailto:DFPSCWOPContracts@dfps.texas.gov). An invoice must be submitted for each region that services are provided in. Invoices will be itemized and must include the following:
           1. Name, address, and telephone number of contractor;
           2. DFPS Region services provided in;
           3. DFPS contract number;
           4. Dates of services provided;
           5. The total invoice amount; and
           6. Any additional payment information required by the designated contract specialist;
        2. DFPS will make payments within 30 days from the date an accurate invoice is received in accordance with the Prompt Payment Act (Texas Government Code Chapter 2251).
      1. Method of Payment. Services will be paid on a fee-for-services basis. DFPS will pay the Contractor for services provided.
         * 1. The Unit of Service for Supplemental Caregiver Services 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.
      2. 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 in the CWOP Contracts mailbox at [DFPSCWOPContracts@dfps.texas.gov](mailto:DFPSCWOPContracts@dfps.texas.gov).
         1. Due Date;
            1. Services must be billed to the month in which they were completed. Contractors must submit invoices and supporting documentation to DFPS by the 15th of the month following the month in which the services were provided.
         2. Fee Schedule. Fees are calculated in one-hour units and by fifteen (15) minute increments:

#### Fifteen (15) minutes = .25 unit

#### Thirty (30) minutes = .50 unit

#### Forty-Five (45) minutes = .75 unit

#### Sixty (60) minutes = 1 hour

Supplemental Care: The unit of service is 1 hour for supplemental caregiver services of child or youth at the rate of $40.00 dollars per hour.

* 1. Authorization Form
  2. Only services authorized on a valid Referral For Supplemental Caregiver Services; located in **Package 2**, may be billed.
     1. Service not authorized;
        + 1. Services delivered by a person not meeting the minimum qualifications;
          2. Service claims that fall outside the timeframes specified on the Referral For Supplemental Caregiver Services; located in **Package 2**.
     2. Referral Form

The referral must include a completed Referral For Supplemental Caregiver Services; located in **Package 2**.

* + 1. Cancelation by DFPS
       1. If a requested shift is cancelled by DFPS, without timely notice (as defined in **Section 2.10.1**.), prior to the shift beginning, the contractor will be compensated one (1) hours pay.
       2. If a shift is cancelled mid-shift, the contractor will be compensated for only the time actually worked, but no less than one (1) hour.

1. **TRANSITION PLANNING**

At the end of the contract term, contract termination or cancellation, the Contractor shall in good faith and in 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 have to comply with all the referrals received by the Contract Manager through the end date of the contract with DFPS.

**4. UTILIZATION AND COMPENSATION**

* 1. **Utilization**

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

* 1. **Compensation**
  2. Availability of Funds
  3. This Contract depends upon the availability and receipt of state or federal funds. Contract is contingent upon the continued availability of appropriations. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.
     1. DFPS does not guarantee funding at any level and may increase or decrease funds at any time during the term of a contract resulting from this procurement.
     2. Contractor 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 in which the awarded Contractor may be participating.

# **5. APPLICATION SUBMISSION & SCREENING**

## **Open Enrollment Cancellation or Non-Award**. At its sole discretion, DFPS may cancel this Open Enrollment or make no contract awards.

1. **Joint Applications**. DFPS will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.
   1. **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.
   2. **Application Submission Instructions**. Applicant will submit the Open Enrollment Application and Required Forms; located in **Package 4**, to Point of Contract (See Section 1.2).
   3. **Organization of Electronic Submission of Application**. Applicant must organize the signed and scanned Application as provided for in **Package 4**. The electronic copy of the Application packet must include all folders with the documents in the order listed in **Package 4**.
   4. **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 that of the Applicant, and will not be reimbursed in any manner by the State of Texas.
   5. **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.
   6. **Additional Information.** By applying, 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 clients for whom the services are being purchased;

1. 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.
   1. **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.

**APPLICATION ATTACHMENT**

The required Application and Forms to apply for this Open Enrollment is located with the Open Enrollment are located on the HHS Enrollment or ESBD Sites (see Section 1.3)