Texas Department of Family and Protective Services

Stephanie Muth, Commissioner

Open Enrollment

For

Child Placing Agencies (CPA)

Residential Child-Care Services

Enrollment Number: HHS0014286

Enrollment Period Opens: Posting Date December 8, 2023

Enrollment Period Closes: August 31, 2029

NIGP Class/Item Code:

952-47  
952-59

# GENERAL INFORMATION

## Open Enrollment Purpose

The Child Protective Services Program (CPS) of the Texas Department of Family & Protective Services (DFPS) is issuing this Open Enrollment to seek Applications (see Subsections 6.1 and 6.2) to enter into Contracts for 24-hour Residential Child Care (RCC) services from Child Placing Agencies (CPA) who are:

### Health and Human Services (HHS) Licensed CPA in specific areas within DFPS Regions across Texas (see Subsections 1.6.2 and 1.6.3 for maps); and

### Out-of-State Applicants that will provide equivalent RCC Services in its facilities located outside of Texas. These Out-of-State Applicants must be licensed to provide these services through its state regulatory entity.

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

* + 1. CURRENT CONTRACTORS – Recertification

If CPA currently has a contract with DFPS under Open Enrollment HHS0000088, then you will complete the abbreviated CPA Current Contractor Recertification Application in Subsection 6.2. This Application’s deadline is December 19, 2023. DFPS has the right to provide extensions and change the deadline.

## Point of Contact

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

**Current Contractors**: All communications concerning this Open Enrollment for Current Contractors must be directed to their assigned Residential Contract Manager.

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

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

### DFPS reserves the right to revise the Open Enrollment at any time, including the closing date of this Open Enrollment. Applicants must comply with any changes, amendments, or clarifications posted to the ESBD and the HHS Open Enrollment Opportunities by HHSC PCS.

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

## Open Enrollment Background

### DFPS Mission

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

### CPS Purpose

The purpose of CPS is to keep children safe while partnering with parents and other family members, the community, and our providers to achieve permanency and improve child well-being.

### CPS Objectives

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

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

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

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

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

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

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

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

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

##### Children are placed with siblings.

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

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

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

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

###### Children experience normalcy.

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

### Need for CPA Services

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

### **New Applicants:** Additional Information

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

### Residential Child Care Contracts – <https://www.dfps.texas.gov/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/default.asp>

### Comparison of Minimum Standards, Residential Contract Requirements, and Service Level Indicators – <https://www.dfps.texas.gov/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/comparison.asp>

### Become a 24-hour Residential Provider (HHS) – <https://www.hhs.texas.gov/providers/protective-services-providers/child-care-regulation/24-hour-residential-child-care-provider/become-a-24-hour-residential-provider>

### Application Information and Resources (HHS) – <https://hhs.texas.gov/providers/protective-services-providers/child-care-regulation/application-information-resources>

## Eligible Applicants

1.5.1 **New Applicants – For Applicants who do not have a current DFPS RCC CPA Open Enrollment Contract,** you will apply under this Open Enrollment as Applicants by submitting CPA New Contractor Application (See Subsection 6.1) and meeting the following requirements. **Current Contractors** must continue to meet these eligibility requirements.

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

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

### Be an individual or entity that:

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

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

* + - 1. For the License or acceptance letter to be valid, it must be current, cannot be withdrawn or denied at any time between HHS’ receipt of an Application (See Subsection 6.1.) and before Contract award.
      2. Applicant must have a License within 60 days of submitting an Application (See Subsection 6.1).

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

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

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

### Comply with the Insurance Requirements (See II(G) in Subsection 1.8.1(c) and I(G) in Subsection 6.3.1).

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

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

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

### **Current Contractor Recertification**

#### To avoid duplication of records, Contractors holding a current RCC Contract are not required to submit all documents required of new Applicants as part of Contract recertification. While the information may be the same, DFPS needs you to submit the following information to ensure that it is up to date.

#### Current Contractors will submit the following to their assigned Residential Contract Manager by **December 19, 2023** (See Subsection 6.2):

#### CPA Current Contractor Recertification Application;

#### Proof of insurance coverage that documents that the coverage minimums are met (see Subsection 1.5.5);

#### Form 2031 Signature Authority Designation;

#### List of Persons in a Key Position (see Subsection 6.2); and

#### List of Board of Directors (if applicable, see Subsection 6.2).

Once Recertification is completed and approved, DFPS and the Contractor will execute a new RCC CPA Contract.

### **Nonfinancial Contractors.**

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

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

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

### A map of all DFPS regions may be accessed at <https://www.dfps.texas.gov/Contact_Us/counties.asp>.

### **DFPS Community Based Care**

### As provided for in Texas Family Code Chapter 264 Subchapter B-1, DFPS has implemented a Community Based Care (CBC) model, where a single contractor referred to as a Single Source Continuum Contractor (SSCC) provides a full continuum of services to children and families within a designated CBC catchment area. A map of all CBC catchment areas is at <https://www.dfps.texas.gov/CBC/default.asp>.

### **APPLICATIONS NOT ACCEPTED**

DFPS will not accept new Applications for Residential Child Care Services from providers whose entire placement capacity is located solely in a CBC catchment area (see map in Subsection 1.6.3).

If a provider has developed capacity only in CBC catchment areas, DFPS encourages such providers to approach the designated SSCC for their area as indicated on the map in Subsection 1.6.3.

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

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

The Applicant must specify the state outside of Texas in which its equivalent Residential Child-Care CPA is located and licensed and provide the physical address for its location in the Application (See Subsections 6.1 and 6.2), which must be identical to the one on the Applicant’s equivalent state License.

## Open Enrollment Contract

### 1.8.1 If the New Applicant is awarded a Contract for this Open Enrollment, and Current Contractors, both agree to comply with:

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

### This Open Enrollment (See Subsection 1.3);

### DFPS Vendor Uniform Terms and Conditions – <https://www.dfps.texas.gov/Application/Forms/showFile.aspx?Name=5645V.docx>;

### DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA (see Subsection 6.3.1); and

### RCC Performance Measures for CPA (see Subsection 6.3.2).

### The New Applicant and Current Contractors also agree to comply with the terms of the CPS Open Enrollment and Attachments File as it is posted and any updates to it, including where it is posted if the ESBD or HHS Enrollment site locations are updated (see Subsection 1.3).

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

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

## Funding Availability

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

## Delegation of DFPS Authority

State and federal laws generally limit DFPS’s ability to delegate certain decisions and functions to a Contractor, including but not limited to policy-making and final decision-making authorities on the acceptance or rejection of services provided under a Contract.

## Texas Public Information Act

Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (PIA), and [Government Code §552](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant as provided for in the PIA.

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

For information concerning the application of the PIA’s requirements to Applicant's application and proprietary information, Applicants may consult the Office of the Attorney General’s Open Records Division at <https://www.texasattorneygeneral.gov/open-government> and its Public Information Handbook at <https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/open-government/publicinfo_hb.pdf>.

## Use of Ideas by the State of Texas

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

## Copyright Restrictions

DFPS will not consider any Application that bears a copyright.

# STATEMENT OF WORK

## 2.1 Contractor

## If awarded a Contract, the Applicant will be referred to as a “Contractor,” and these terms are used interchangeably in this Open Enrollment. These requirements continue to apply to Current Contractors.

## Contract Requirements

### Contractor will provide quality CPA services and care with the focus on safety, permanency, and well-being for Children in DFPS conservatorship so that they can move into a least restrictive and more permanent, family-like setting in a manner that safeguards the Child’s health and welfare, and agrees to comply with the following:

### 2.2.1 **24-Hour RCC Requirements (Requirements)** at <https://www.dfps.texas.gov/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/documents/24_Hour_RCC_Requirements.pdf>. Out-of-State Contractors will comply with III(A) in Subsection 6.3.1.

### 2.2.2 **HHS CCR Minimum Standards for CPAs** at <https://hhs.texas.gov/providers/protective-services-providers/child-care-regulation/minimum-standards>. Out-of-State Contractors will comply with their equivalent state licensing authority.

### 2.2.3 Contractor agrees to comply with any updates to this Open Enrollment, Requirements, and CCR Minimum Standards, and will periodically review these documents for any updates. If there are any conflicts between these documents, DFPS will have final determination.

### For Out-of-State Contractors, if there is a conflict, with Subsections 2.2.1-2.2.2 with the Contractor’s state laws or equivalent state licensing authority, Subsections 2.2.1 – 2.2.2 will control. If there are any conflicts between these documents, DFPS will have final determination.

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

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

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

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

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

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

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

##### Have policies that are specific this population of Children, including a service plan that addresses their complex needs.

### If a Contractor is authorized to provide services to children with Intense Level of Care through Intensive Foster Family Care Services, then their requirements are in III(B) in Subsection 6.3.1, which includes Foster Home Eligibility Requirements and Population Characteristics.

## Service Level Monitor

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

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

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

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

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

#### 

## Service Level Authorization and Referral Process

### As provided for in Section 1300 of the Requirements, Service Level Monitor determines the Child’s Service Level. The DFPS regional placement team will seek placement for Children who have Service Levels of Basic, Moderate, Specialized, and Intense and Intense Plus with Contractors authorized to provide a specific Service Level.

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

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

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

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

## Eligible Population

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

## Client Characteristics

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

## Organization and Personnel Qualifications

### Contractor must comply with organization and personnel qualifications in the CCR Minimum Standards and submit the documents required as part of their Application (see Subsections 6.1 and 6.2). Out-of-State Contractors will comply with this Section as provided for by their equivalent state licensing authority.

### During the Contractor’s Contract Term, they will:

#### Provide timely updates to its Persons in a Key Position list that it submitted in its completed Application to DFPS (see Subsection 6.1 and 6.2);

#### Immediately notify DFPS in writing when they become aware that a Person in a Key Position has received an RTB as a result of an Abuse or Neglect Investigation;

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

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

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

## Background Checks

In addition to complying with VII(C) of Subsection 1.8.1(c), anyone who is a Principal (see Appendix I for Definition in the Requirements) or has access to the financial operations of the organization, needs to submit Forms 2970c and 2971c (See Subsection 6.1).

## Performance Measures

### The Contractor must comply with the Performance Measure requirements in Subsection 6.3.2.

## Subcontractors

## In addition to complying with VII(T) of Subsection 1.8.1(c), and regardless if the Contractor uses subcontractors to provide direct delivery and management services under this Contract, the Contractor is required to submit [Form 2033](https://www.dfps.texas.gov/Application/Forms/showFile.aspx?Name=2033RCC.xls) annually.

## If no subcontractors are used, then the Contractor will indicate that on this Form and submit it annually.

# UTILIZATION AND PAYMENT

## Utilization

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

## Payment

### DFPS will pay the Contractor the Service Level daily rate for each Child placed by DFPS and receiving services in accordance with the Child’s Plan of Service (including Permanency Planning goals) and this Open Enrollment’s Contract. For Daily Rates see the Fee Schedule at <https://www.dfps.texas.gov/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/Rates/default.asp>.

### DFPS is not obligated to pay for unauthorized services or to pay more than the daily rate.

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

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

### The Contractor will be compensated one time for RCC services delivered and will not invoice for or retain any additional compensation.

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

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

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

### DFPS requires that a minimum dollar amount of the daily rate paid by the DFPS be remitted by the Contractor to Foster Parents to pay for the basic Child maintenance costs of Children placed with the Contractor.

### Foster Parent Minimum Reimbursement Funds are all payments from DFPS of funds received by the Contractor that are minimum amounts that the Contractor must pass through for reimbursing Foster Parents and the Contractor must:

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

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

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

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

### Reimbursement will be for up to 14 days of foster care in the following circumstances:

#### Psychiatric hospitalization;

#### Medical facility hospitalization;

#### Runaway;

#### Unauthorized placement;

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

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

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

### To receive payment under Subsection 3.2.11(a) 1, 2, and 7, the Contractor must also:

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

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

### Have frequent face-to-face contact with the child on a regular basis by being physically present with the child at the hospital or facility if required;

### Facilitate family visits, as appropriate; and

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

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

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

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

## Invoicing Process

Contractors do not submit invoices to receive payment. Once approved by DFPS regional billing staff, invoices are automatically generated monthly through DFPS’ IMPACT System.

# INFORMATION AND SUBMISSION INSTRUCTIONS

Unless noted below, both New Applicants and Current Contractors will follow the below procedures.

## 

## Open Enrollment Cancellation/Partial Award/Non-Award

At its sole discretion, DFPS may cancel this Open Enrollment, make partial award, or no awards.

## Application Rejections

At its sole discretion, DFPS may reject an Application or portions of it.

## Joint Applications

DFPS will not consider joint or collaborative Applications that require it to contract with more than one Applicant.

## 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.

## Costs Incurred

Applicants and Current Contractors 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.

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 or Current Contractors, and will not be reimbursed in any manner by the State of Texas.

## New Application Submission Instructions

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

## Organization of Electronic Submission of Application

Applicant must organize its scanned and signed Application as provided for in Section 6.1 for New Applicants and 6.2 for Current Contractors.

Each electronic copy of the Application packet must include all folders with the respective listed documents included and the documents must be in order and numbered and labeled accordingly.

# NEW APPLICANT ELIGIBILITY DETERMINATION

## Initial Compliance Screening

DFPS will perform an initial screening of all Applications received, including past business history, practices, and conduct.

Unsigned Applications and Applications that do not include all required forms and sections are subject to rejection without further evaluation.

If the Application passes the initial screening, the Point of Contact will notify the Applicant of the Contract Manager assigned to review the application. At this point, the Contract Manager, not the Point of Contact will the new one and will contact the Applicant.

## Unresponsive Applications

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

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

### The Applicant fails to meet Open Enrollment requirement, including failure to submit required Application, supporting documentation, forms, not eligible under Subsection 1.5 or does not accept payment rates in Subsection 3.1.

### The Application is not signed.

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

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

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

## Corrections to Application

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

## Service Level Monitor Review

After the Application has passed the screening process, the documentation (see Subsection 6.2) will be forwarded to the Service Level Monitor for completion of a Service Level review. Upon completion of this review, the applicant will be authorized to provide services for Basic, Moderate, Specialized, or Intense levels of care.

The Service Level Monitor review process applies to all Applicants unless they will only be providing Basic Service Level services.

## Readiness Assessment

Information and documents submitted will be forwarded to a Contract Manager for completion of the Readiness Assessment (see Subsection 6.2.)

### Will consist of an on-site visit with an interview or an online platform interview session.

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

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

### Will also include a review of the Applicant's historical and current compliance with and understanding of HHS Minimum Standards, 24-Hour Residential Child Care Requirements, and a review of the Applicant’s Readiness Questionnaire.

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

### DFPS will meet with only the Applicant's Signature Authority and Administrator or Treatment Director or an equivalent position within the CPA, who needs to be prepared to respond to questions and participate in the interview.

## 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 Children for whom the services are being purchased; and

### Indicators of probable Contractor performance under the contract such as past performance, financial ability to perform, and experience and responsibility.

## Debriefing

Any Applicant who is not awarded a Contract may request a debriefing by submitting a written request to the DFPS Point of Contact in Subsection 1.2. The debriefing provides information to the Applicant on the strengths and weaknesses of their Application.

# ATTACHMENTS TO THIS OPEN ENROLLMENT

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

**6.1 CPA New Applicant Open Enrollment Application**

## 6.2 CPA Current Contractor Recertification Open Enrollment Application

## 6.3 CPA Open Enrollment Attachments File

6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA

### 6.3.2 RCC Performance Measures for CPA