



Stephanie Muth, DFPS Commissioner

Adult Protective Services

Open Enrollment

For

**Personal Assistance Care (PAC)**

**Enrollment Number:** HHS0014687

Open Enrollment Period Begins on May 1, 2024

Open Enrollment Period Closes on May 1, 2029

NIGP Class/Item Code:

952-08-Assisted Living Services

Addendum #1: September 11, 2024

Addendum #2: January 17, 2025

# GENERAL INFORMATION

## Introduction

### The Health and Human Services Commission (HHSC) on behalf of The Department of Family and Protective Services (DFPS) Adult Protective Services (APS) is issuing this Open Enrollment to enter into contracts with Qualified Applicants to provide Personal Assistance Care (PAC) services to APS clients to assist them in providing daily activities.

### Effective September 11, 2024, DFPS will enter into multiple contracts in Service Delivery Areas in DFPS Regions 1-2, 4-5, and 7-11. (see map of these Regions at [https://www.dfps.texas.gov/Contact\_Us/map.asp](https://www.dfps.state.tx.us/Contact_Us/map.asp) ).

## Point of Contact

The sole point of contact for questions and communications for this Open Enrollment is region12apscontracts@dfps.texas.gov.

## Open Enrollment ESBD and HHS 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 Electronic State Business Daily (ESBD) and Health and Human Services (HHS) Open Enrollment site at

[ESBD](https://www.txsmartbuy.com/esbd); and [HHS Enrollment.](https://resources.hhs.texas.gov/open-enrollments)

### 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 ESBD and HHS Enrollment site by HHSC PCS.

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

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## Open Enrollment Schedule

| **Table 1 - Procurement Schedule** |
| --- |
| Open Enrollment Period Opens | May 1, 2024 |
| Open Enrollment Period Closes |  May 1, 2029 |
| Anticipated Contract Start Date | Upon Execution  |

### DFPS may adjust the closing date for this Open Enrollment for the entire State, a specific Region, or a specific service delivery area within a Region to meet DFPS’ and its clients’ needs.

### Furthermore, DFPS may re-open this Open Enrollment, the enrollment period for a specific Region, or for a specific service delivery area within a Region to meet DFPS’ and its clients’ needs.

### All Adjustments to this Open Enrollment will be posted on the ESBD or HHS Open Enrollment site (See Section 1.3.1).

## Eligible Applicants

## To be eligible to receive a Contract award through this Open Enrollment, Applicants must comply with the following:

### Submit a PAC Open Enrollment Application (see Section 5).

### 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://mycpa.cpa.state.tx.us/coa/search.do>.

### Be licensed by HHSC as a Home and Community Support Services Agency (HCSSA) with the Personal Assistance Services Category under Texas Administrative Code (TAC) Chapter [558](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=26&pt=1&ch=558&sch=C).

### Have a HHSC Contract to provide Primary Home Care (PHC) services in accordance with HHSC Licensing Standards in TAC 26, Rule [§52.33](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=52&rl=33).

### Accept the requirements of this Open Enrollment.

### **Service Delivery Area.**

1. Services Delivery Areas are the Counties in DFPS the Applicant wants to apply to provide PAC services.
2. If applying in more than one DFPS Region, Applicant submits one Application. However, they will enter into separate Contracts for each Region.

### **Insurance.**

### Meet the Insurance Requirements in Section I (H) of DFPS Uniform Terms & Conditions (UTCs) (see Section 1.6.2) and Section 2.8 of this Open Enrollment.

## Open Enrollment Contract Documents

### The Applicant, if awarded a Contract for this Open Enrollment, will be referred to as a “Contractor,” and the Parties will execute a Contract that is prepared by DFPS.

### The Contractor will comply with Open Enrollment HHS0014687 and the DFPS Uniform Terms and Conditions at<https://www.dfps.texas.gov/Application/Forms/showFile.aspx?Name=5645V.pdf>

### The Contract Term will begin on the date the Contract is fully executed or on September 1, 2024, whichever is later, and will end on August 31, 2029. DFPS may determine that a different Contract Term is appropriate for a Contractor.

## 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.

## Texas Public Information Act

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

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

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

 Attorney General’s website:

 <http://www.oag.state.tx.us>

 Public Information Handbook:

<http://www.oag.state.tx.us/open/index.shtml>

## Use of Ideas by the State of Texas

DFPS reserves the right to use any and all ideas presented in an Application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application.

An Applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that are known to DFPS before the submission of the application, are in the public domain through no fault of DFPS or become properly known to DFPS after application submission through other sources or through acceptance of the application.

## Copyright Restrictions

 DFPS will not consider any Application that bears a copyright.

#  STATEMENT OF WORK

## DFPS MissionThe mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.

## APS Mission

## The mission of APS is to protect older adults and people with disabilities from abuse, neglect, and exploitation by investigating and providing or arranging for services, as necessary to alleviate or prevent further maltreatment.

## PAC Services Need

DFPS seeks to contract with Qualified Applicants to assist APS in achieving their APS mission by providing PAC services to APS clients who are functionally limited in performing Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) (see TAC Rule [§363.602](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=363&rl=602) for definitions).

### These services will enable these clients to engage in ADLs and/or IADLs or perform the necessary functions for independent living with the goal of further preventing or alleviating abuse, neglect, or financial exploitation and reducing the risk of recidivism.

### If any Contractor cannot provide PAC services, DFPS will follow procurement laws, rules, policy, and procedures to locate another provider non-contracted with DFPS.

## APS Clients Eligibility

### DFPS purchases PAC services as authorized on Form 2311-Service Authorization, for any APS client in an open APS case that has difficulty or is unable to perform one or more ADLs and/or IADLs that may cause harm to the client if left unassisted.

### Authorized PAC services will be based on the client's need as determined by the APS Specialist.

### APS Client are:

### Age 65 or older;

### Age 18-64 or an emancipated minor with a mental, physical, intellectual, or developmental disability that substantially impairs their ability to live independently or provide for their own self-care or protection; and

### Determine to be in a state of abuse, neglect, or financial exploitation.

## PAC Services

###  PAC Services are face-to-face, non-skilled, and non-technical services provided in a client’s home by an attendant or provider, which are used interchangeably in this Open Enrollment.

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### As provided in TAC 26 Rule [§277.41](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=277&rl=41), PAC Services include, but are not limited to:

#### Personal care tasks related to the care of the client’s physical well-being, including bathing, dressing, meal preparation, feeding, exercising, grooming, routine hair or skin care, assistance with self-administered medications, toileting, positioning, transfer, or ambulation;

1. Home management tasks that support the client’s health and safety, cleaning, laundry, shopping; or
2. Accompanying client and/or arrange transportation for them to a

clinic, Medical office, or another location for medical diagnosis treatment.

### **DFPS Authorizes PAC Services** The APS Specialist will initiate services by reaching out to the Contractor. If the Contractor agrees to provide services, the APS Specialist will send a Form 2311. PAC Services will not be rendered until the Contractor has received Form 2311.

### **Contractor Provides PAC Services**

#### Contractor will comply with the Personal Assistance Services TAC Rule [§558.404 (f)](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404) and Pre-Initiation Activities TAC Rule [§277.45](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=277&rl=45) when completing the following activities.

#### **On-site Visit Service Assessment**

#### After receipt of the Form 2311, the Contractor will schedule and provide services as requested and in the timeframes in Subsection c below.

#### The Contractor’s supervisory staff must conduct and document an on-site visit service assessment visit in the location where services will be primarily delivered to the APS client.

#### **Service Delivery Plan**

If, during an on-site visit, the supervisor identifies the client needs additional tasks, the supervisor will reach out to the APS Specialist within 24 hours to discuss the need for those tasks. If the APS Specialist agrees with the supervisor’s recommendations, the APS Specialist will provide the Contractor with an updated Form 2311 within 24 hours.

After the on-site visit, Contractor’s Supervisory staff must develop and document a Service Delivery Plan that is provided to the APS client with this statement: “The Contractor is only able to provide tasks allowed under TAC Rule [§277.41](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=277&rl=41) and as authorized by the APS Specialist through Form 2311.”

#### **Timeframes**

1. Assessment activities in Subsections a and b above will be initiated by the date negotiated between the APS Specialist and the Contractor before the Form 2311 is sent, but no later than three days after authorization is received.
2. The Contractor must work closely with DFPS to ensure these services are delivered during the agreed upon timeframe.
3. If unable to reach the client or start services within the negotiated timeframe for any reason, including but not limited to natural or other disasters, the Contractor must do the following:
* Contact the APS Specialist to request alternate or updated client contact information;
* Maintain documentation for each contact attempt in the client’s record, including the method of contact used; and
* Provide written notification, within 24 hours of the missed assessment or services to the APS Specialist of the attempts to contact the client and the reason it could not be initiated.

#### **Communication.** Document any communication, with DFPS and/or the APS Specialist regarding a client within 24 hours in the client’s file. It must be legible, specific to that client and accurately reflect the communication.

## Contractor Staff Qualifications

### **Supervisor**

1. Qualifications. The Contractor must employ a supervisor who meets the requirements in:
2. Staffing Policies in TAC 26 Rule [§558.245](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=245); and
3. Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC 26 Rule [§558.404](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404).
4. Responsibilities. The supervisor is responsible for coordinating the delivery of services as provided for in the clients’ Service Delivery Plans and supervising attendants.

### **Attendants.**

1. Qualifications. The Contractor must employ attendants that meet the requirements in TAC Rule [§277.23](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=277&rl=23).
2. Orientation Training Requirement. All attendants must receive orientation training on or before the first date they are to provide services to a client. The training must comply with:
	* 1. HHSC Licensing Minimum Standards for All Home and Community Support Services Agencies in TAC 26 Rule [§558](https://texreg.sos.state.tx.us/public/readtac%24ext.ViewTAC?tac_view=5&ti=26&pt=1&ch=558&sch=C&div=3&rl=Y);
		2. Standards Specific to Agencies Licensed to Provide Personal Assistance Services in TAC 26 Rule [§558.404](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=558&rl=404); and
		3. Attendant Orientation in TAC 26 Rule [§277.25](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=277&rl=25).
3. The Contractor must maintain documentation of the attendants’’ orientation training, which is required to include;

	* 1. Attendant’s name;
		2. Date of orientation;
		3. Information regarding how the client’s condition affects the performance of tasks;
		4. Tasks to be performed;
		5. Service schedule;
		6. Number of hours of service the attendant is to provide;
		7. Total number of hours of service the client is authorized to receive;
		8. Safety and emergency procedures, including universal precautions;
		9. Requirement about specific situations the attendant must notify their Supervisor; and
		10. Signature of the supervisor who conducts the orientation and the attendant who is oriented, and the client, if present.

## Record Retention

## The Contractor is responsible for ensuring that all records and documents are retained in accordance with Section II of the DFPS Uniform Terms and Conditions (see Section 1.6.2), which includes but is not limited to the following.

### **Client File**The Contractor must maintain a file for each client that is required to have the following:

1. Form 2311 and when the Contractor received it;
2. On-Site Visit Service Assessment;
3. Service Delivery Plan signed by the client and the Supervisor that includes:
	* 1. Authorized PAC Services;
		2. Authorized total number of weekly PAC Services hours;
		3. Frequency of supervisory visits;
		4. Consideration of safety concerns; and
		5. Confirmation if the client is receiving any other services in the community.
4. Documentation that provides that services were provided to the client that includes:
5. Attendant’s name who provided the service;
6. Client name;
7. When the services were provided, including the start and end time, day, month, and year;
8. PAC services assigned and completed; and
9. Attendant’s signature certifying that they provided the services by signing and dating the timesheet; initials are not acceptable.
10. Communication between DFPS, the APS Specialist and Contractor regarding the client.

2.7.2 Personnel Records. Attendant records must support that all applicable Licensing Standards for training and orientation are met. DFPS can require additional personnel records as provided in TAC 26 Rule [§52.109](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=52&rl=109).

## Insurance

### The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the following requirements and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.

# Commercial General Liability - $1,000,000 per occurrence and $2,000,000 for aggregate; and

# Commercial Crime Policy with a 3rd Party Employee Dishonesty or “Client Property” endorsement - $25,000. Business entities with no employees are not required to obtain Commercial Crime insurance.

### 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. An insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.

### Contractor will obtain a Certificate of Insurance or equivalent documentation (Insurance Document) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 2.8.1 above. The Certificate of Insurance must be issued to DFPS or designate DFPS as the Certificate Holder. The Contractor will provide this Insurance Document to DFPS prior to Contract execution.

### 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 always has a current Insurance Document on file and will provide additional or requested documentation at any time to DFPS.

### 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.

### 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.

## Contract Special ConditionsIn addition to the DFPS Vendor Uniform Terms and Conditions (UTCs) (see Section 1.6.2), the Contractor agrees to comply with the following DFPS Contract Special Conditions.

### **Background Checks.** DFPS Vendor UTCs Section VII (C) – Background History Checks and Right of Removal is not applicable to a Contract that results from this Open Enrollment (see Section 1.6.2).

### **Remedies.** In addition to any other remedy provided under this Contract or state or federal law, DFPS may impose the following:

### **Corrective Action Plan (CAP)**. DFPS will provide the Contractor with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.

### Contractor must respond in writing within the timeframes required in the CAP, address each identified defect, and provide an appropriately thorough response to DFPS for review and approval.

### Upon receipt of DFPS’s approval, the Contractor must implement and maintain compliance with the requirements of the CAP.

1. **Suspension.**
DFPS may suspend or remove all or any part of the Contract.
2. **Removal of Staff**.
DFPS reserves the right to require the Contractor to remove any employee, volunteer, or agent of the Contractor or any Subcontractor from the provision of services under this contract or to prohibit any employee, volunteer, or agent of the Contractor or any Subcontractor from having direct contact with DFPS referred clients or client records.

### **Termination and End of Contract Term.** In addition to the requirements in the Section VI of the DFPS Vendor UTCs (see Section 1.6.2), the following will apply.

1. At the end of the Contract term or other contract termination, the Contractor will, in good faith and in reasonable cooperation with DFPS, aid in the transition to any new arrangement or provider of services.
2. In the event this is not possible to continue to provide services at the end of expiration of the Contract, the Contractor and DFPS will work together to ensure that services are continued or transitioned in accordance all terms and conditions of this Contract.
3. After being notified by DFPS, the Contractor will continue to provide authorized services after the date of Contract termination or Contract expiration in accordance with this Contract.

### **Technical Assistance**. If the Contractor fails or refuses to provide services in accordance with their Contract, DFPS will follow up with the Contractor and provide technical assistance. The Contractor may be subject to additional remedies as provided for in Section 2.9.2, and/or Contract Termination in Section VI of the DFPS Vendor UTCs (see Section 1.6.2).

#  UTILIZATION AND COMPENSATION

## Service Utilization

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

**3.2 Unit Rate of Payment**Contractor will be paid at a unit rate of $30.00 per hour for face-to-face services provided in 15-minute increments of service delivery time. DFPS cannot pay more than this rate.

**3.3 Billing Requirements**

**3.3.1** Contractor agrees to comply with all DFPS fiscal and billing requirements.

**3.3.2** Contractor must not submit claims for the following, as it may result in nonpayment or recoupment by DFPS of payments made to the Contractor:

1. Services or Service Type not provided;
2. Time required for travel to and from site of service delivery;
3. Any non-billable service such as Services that are:
4. Delivered in excess or inconsistent (frequency and limits) that is authorized in Form 2311;
5. Delivered in a licensed facility, if the facility is required by the license to provide those services; or
6. Duplicate any services or tasks provided to the client by another source.
7. Services delivered by an attendant not meeting the minimum qualifications;
8. That are not supported by documentation in the client’s record, such as notations of the session’s start and end times, location, full dates, or signature of performing attendant.
9. Completed without a DFPS authorized Form 2311.

3.4 Invoicing Process and Instructions

Each month, the Contractor will email a total bill specific to the month of service to the DFPS Contract Manager’s regional email box.

The Contractor must submit the forms below with original signature and date by the 15th day of the month following the month of service delivery.

A Contractor’s failure to submit invoices on time may be considered by DFPS as a Contract compliance issue. DFPS may take additional actions in Section 2.9.2 and could be used for evaluating whether renewing or terminating their Contract.

**3.4.1** **Pre-Bill.** Each month, the Contractor will receive a DFPS Pre-Bill that lists all Form 2311s active during the previous month of service.

On the Pre-Bill, next to the name of each client that received services, the Contractor will enter:

1. Rate of service. If the client is listed more than once on the pre-bill, make the entry on each line consistent with the begin/end dates that cover the dates of service being billed;
2. Quantity (number of units provided);
3. Fee Paid (leave blank because it is not applicable to PAC Services);
4. Amount (total of “Rate” x “Quantity [# of units provided]”); and
5. Attach the attendant time sheets to support the number of units being claimed.

**3.4.2** **Voucher (Form 4116X)**

The Contractor must complete the State of Texas Purchase Voucher (Form 4116X) by entering:

1. Service Month and Year (#11);
2. Total Amount being claimed (#8 & #16); and
3. Name and Phone Number of the person that prepared the billing (#17).
	* 1. Supplemental Claims

Claims for services either provided in a prior month and not yet billed or for clients who received services, but the name does not appear on the pre-bill, the Contractor will complete Form 4116X (see above), attach a copy of the Form 2311 for each service being claimed, submit applicable attendant time sheets, and complete a Delivered Services Input (Form 2016) entering the following information:

1. Service Month/Year (in upper right);
2. Client Last Name;
3. Client First Name;
4. Client Number (Same as Person I.D. on Form 2311);
5. Service Code;
6. Unit Rate (See Section 3.2);
7. Quantity (number of units provided);
8. Amount (total of “Rate (leave blank because not applicable to PAC Services)” x “Quantity [number of units provided]”)
9. County; and
10. Form 2311 Start and End dates.

**3.4.4 Provider Statement**

1. The Contractor will receive a Provider Statement that identifies each client and the applicable service and dollar amount paid by DFPS.
To view payments made to your Financial Institution for direct deposit or warrants issued see [Texas Comptroller of Public Accounts website](https://fmx.cpa.texas.gov/fm/pubs/payment/pay_pro_pol/index.php?s=ppp_intro&p=ppp_intro)

# APPLICATION SUBMISSION & SCREENING

## Open Enrollment Cancellation or Non-Award.

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

## Joint Applications.

## DFPS will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single Contract.

## Withdrawal of Applications.

## Applicants have the right to withdraw their Application from consideration at any time prior to Contract award, by submitting a written request for withdrawal to the DFPS Point of Contact in Subsection 1.2.

## Application Submission Instructions.

## Applicant will submit the PAC Open Enrollment Application, Attachments and Required Forms (See Section 5) to Point of Contact (See Section 1.2).

## Organization of Electronic Submission of Application (See Open Enrollment Posting).

## Applicant must organize its scanned and signed Application as provided for in Appendix A. 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.

## 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.

## 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 to a Contract Manager to begin the Contract process.

## 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, including:

### 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;

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

## Debriefing.

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

# 5. APPLICATION

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