



Texas Department of Family and Protective Services

Child Protective Services

Audrey O'Neill, DFPS Commissioner

Open Enrollment

For

Intensive Peer Support Services (IPSS)

Enrollment Number: HHS0017169

Enrollment Period Opens: May 1, 2026

Enrollment Period Closes: August 31, 2031

NIGP Class/Item Code:

952-13

1. GENERAL INFORMATION

1.1. Introduction

1.1.1 The Texas Health and Human Services Commission (HHSC), on behalf of the Department of Family and Protective Services (DFPS), Child Protective Services (CPS), is issuing this Open Enrollment to enroll qualified Contractors to provide in-person Intensive Peer Support Services to foster high-acuity youth with complex mental and behavioral health needs.

1.1.2 DFPS will enter into multiple contracts in Service Delivery Areas statewide. See a DFPS Region map at:

https://www.dfps.texas.gov/contact_us/map.asp

1.2. Point of Contact

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

1.3. Open Enrollment HHS Enrollment Posting, Amendments and Announcements

1.3.1. HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the HHS Enrollment site at [Open Enrollment Opportunities | Resources](#).

1.3.2. 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 site by HHSC PCS.

1.3.3. It is the responsibility of the Applicant to check the 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 HHS Enrollment site will in no way release them from any responsibility or additional costs to meet the requirements of complying with the Open Enrollment and resulting Contract.

1.4. Open Enrollment Schedule

Table 1 - Procurement Schedule	
Open Enrollment Period Opens	May 1, 2025
Open Enrollment Period Closes	August 31, 2031
Anticipated Contract Start Date	Upon Execution

- 1.4.1.** 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.
- 1.4.2.** 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.
- 1.4.3.** All Adjustments to this Open Enrollment will be posted on the HHS Enrollment site (See Section 1.3.1).

1.5. Eligible Applicants

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

- 1.5.1.** Submit an IPSS Application and Required Forms (See Section 5 - Application).
- 1.5.2.** Not be debarred from receiving any federal or state funds at the time of the Contract award.
- 1.5.3.** 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>
- 1.5.4.** Accept the requirements of this Open Enrollment.
- 1.5.5.** Service Delivery Area
 - a. Service Delivery Areas are the Counties in DFPS Regions the Applicant wants to apply to provide IPS Services.
 - b. If applying in more than one DFPS Region, the Applicant submits one Application. See a DFPS Region map at https://www.dfps.texas.gov/contact_us/map.asp.
- 1.5.6.** Insurance
 - Comply with Insurance requirements in Section I (H) of the DFPS Vendor Uniform Terms & Conditions (see Section 1.6.2) and Section 2.15 (Insurance Requirements) of this Open Enrollment.

1.6. Open Enrollment Application Contract Documents

- 1.6.1.** 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.
- 1.6.2.** The Contractor will comply with the:
 - a. Open Enrollment HHS0017169;
 - b. DFPS Vendor Uniform Terms and Conditions at <https://www.dfps.texas.gov/Application/Forms/showFile.aspx?Name=5645V.pdf>

- c. DFPS Vendor Affirmations and Certifications (Form 4543V).
See Appendix A.

1.6.3. The Contract Term will begin on the date the Contract is fully executed or on May 1, 2026, whichever is later, and will end on August 31, 2031. DFPS may determine that a different Contract Term is appropriate for a Contractor.

1.7. 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.

1.8. 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. 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>

1.9. 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.

1.10. Copyright Restrictions.

DFPS will not consider any Application that bears a copyright.

2. STATEMENT OF WORK

2.1. DFPS Mission

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

2.2. 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.

2.3. Purpose

The purpose of Intensive Peer Support Services (IPSS) is to mentor and support youth in foster care in strengthening self-esteem, improving communication skills, enhancing mental and emotional well-being, and promoting the development of independent living skills through consistent, relationship-based peer engagement. The Contractor will provide DFPS foster youth with mentorship for a structured (6) month program which will meet the requirements of this Open Enrollment.

2.4. CPS Eligible Foster Youth

The youth may be at an elevated risk for unstable housing, incarceration, diminished educational attainment, and mental health challenges as they begin to transition into adulthood and are:

- a. In DFPS conservatorship;
- b. Age 16–17 and;
- c. Currently in congregate care settings, in CWOP (Children Without Placement), or at risk of entering CWOP.

2.5. Personnel Qualifications and Training Requirements

The Contractor must submit Form PCS-102, Contracting Entity and List of Staff, Subcontractors, and Volunteers, identifying each employee, subcontractor, or volunteer proposed to be assigned to perform services under this Contract, to the DFPS Contract Manager for prior written approval and for annual re-approval thereafter. The Contractor must not assign, permit, or allow any individual to perform services under this Contract unless and until written approval is issued by the DFPS Contract Manager.

2.5.1. Contractor Supervisor Qualifications.

In the event a Contractor will employ and supervise additional PSS, the Contractor must meet all Peer Support Staff requirements in Section 2.5.2. In addition, the Contractor Supervisor must have at least one year of full-time paid supervisory experience in social work, counseling,

psychology, child & youth development, criminal justice, or a related field.

2.5.2. Peer Support Staff Qualifications.

- a. Be at least 21 years of age;
- b. Possess a valid U.S. Driver's License;
- c. Maintain, at minimum, the levels of motor vehicle liability insurance required under Texas law for any vehicle used in the performance of this Contract;
- d. Possess a General Educational Development (GED) certificate or high school diploma;
- e. Each Peer Support Staff member must:
 - i. Have at least two (2) years of professional experience in community-based work with at-risk youth. One of the years must include cumulative professional direct-service experience with youth who have experienced trauma or Adverse Childhood Experiences (ACES) OR;
 - ii. Have at least two (2) years of qualifying lived experience relevant to youth-serving systems (e.g., DFPS foster care involvement or experience as an unhoused youth/young adult). DFPS retains sole discretion to determine whether qualifications meet this requirement. Qualifying lived experience includes:

Personal experience in the DFPS foster care system (e.g., former foster youth or extended care participant) or Experience as an unhoused youth/young adult, including navigation of youth systems such as shelters, identification, education, and workforce.
 - iii. A post-secondary degree in social work, counseling, psychology, child & youth development, criminal justice, or a related field, may be substituted for one (1) additional year of experience from Section 2.5.2.e.i or 2.5.2.e.ii.

2.5.3. Maximum Caseload.

Peer Support Staff may be assigned to a maximum of three (3) youth at any given time. Any exception must be authorized by DFPS in writing prior to assignment.

2.5.4. Personnel Training Requirements.

Personnel who will deliver Peer Support Services must receive a pre-service orientation delivered by the Contractor Supervisor that addresses the following topics:

- a. The role of CPS;
- b. The dynamics of abuse and neglect;
- c. The foster care system;

- d. The purpose, role and rules of the peer support services;
- e. Independent living skills necessary for a successful adulthood;
- f. Engaging familial and community supports to assist Foster Youth with successful transition to adulthood;
- g. Procedures that outline adequate and proper supervision of the youth throughout the duration of the program, including all program activities.
- h. The process for monitoring and elevating any immediate concerns or issues identified;
- i. How to handle incidents that occur and;
- j. Review all necessary DFPS required forms including the DFPS Intensive Peer Support Services Youth Referral, PDP, and Monthly Program Progress Report.
- k. Trauma-Informed Care Training provided by DFPS is required to be completed prior to providing any direct client services to foster youth. The Contractor must maintain documentation of the training for each PSS in the staff personnel file. Training may be accessed on the following site:
https://www.dfps.texas.gov/training/trauma_informed_care/
- l. Identifying and Responding to Victims of Human Trafficking in a Clinical Setting (2026) is required to be completed prior to providing any direct client services to foster youth. The Contractor must maintain documentation of the training for each PSS in the staff personnel file. Training may be accessed on the following site: [Social Workers: Identifying and Responding to Victims of Human Trafficking in a Clinical Setting \(2025\) - Unbound Now](#)
- m. Cyber Awareness Training is required annually. Contractor must also complete Form F502-4530 and submit to the DFPS contract manager after successful completion of Cyber Awareness Training located here: [Statewide Cybersecurity Awareness Training | Texas Department of Information Resources](#)

2.6. Intensive Peer Support Service Requirements

- 2.6.1.** Peer Support Staff (PSS) will provide in-person and virtual interactions as provided in this Section. These services prioritize face-to-face engagement to build trust, foster rapport, and offer meaningful support.
- 2.6.2.** PSS must provide at least six hours per week of direct, in-person interaction and mentorship with the assigned foster youth including, but not limited to, goal setting, life-skills

development, workforce development, and relational conversations.

2.6.3. PSS may devote at least six hours per week for completing administrative tasks and virtual engagement (See 2.5.10).

2.6.4. In total, the PSS may devote a maximum of twelve hours per week per foster youth; combining in-person direct engagement, virtual engagement and administrative tasks.

2.6.5. PSS will engage foster youth in creating a Personalized Development Plan (PDP) and participate in monthly reviews to celebrate achievements, address challenges, and refine goals as services progress.

2.6.6. PSS must provide academic support services and promote academic success for foster youth through engagement with the school system and coordination with postsecondary institutions, vocational programs, and adult education services to support continued learning opportunities.

2.6.7. PSS must provide all services in the language the youth is comfortable speaking, either directly or through a translator.

2.6.8. PSS will be responsible for transporting the youth to and from service delivery locations as requested by DFPS.

2.6.9. In-Person Direct Peer Support Requirements.

- a. PSS must provide the foster youth with their complete attention during the time services are being delivered.
- b. PSS must arrive on time for all scheduled services with foster youth.
- c. PSS must participate in and attend court hearings, as applicable, and provide testimony if requested. Time spent participating in court-related activities will be considered administrative hours.
- d. PSS must be solely focused on foster youth when providing services. Personal devices for non-service-related activities, engaging in personal conversations, or performing personal tasks during service delivery are prohibited.

2.6.10. Virtual Peer Support Requirements.

- a. Virtual Peer Support is allowable for a maximum of three hours per week and may occur via video or phone communication.
- b. PSS must not substitute virtual peer support for in-person peer support unless pre-approved by DFPS for safety, health, or exceptional circumstances.

- c. Virtual peer support may be used for check-ins, follow-ups, and maintain continuity between in-person sessions;
- d. May be used for foster youth who relocate outside the service area, with prior DFPS pre-approval; and
- e. May include PDP development, scheduling, connecting youth to community services and coordination activities to be completed in-person.

2.7. Service Location

- 2.7.1.** Services must occur only in public spaces and only in settings that are appropriate and family-friendly for foster youth.
- 2.7.2.** PSS may not transport foster youth to the Staff member's personal residence, youth's residence or to any other private residence, temporary lodging, or other non-public location.
- 2.7.3.** Staff may not introduce foster youth to personal contacts without DFPS written approval.

2.8. Service Hours

- 2.8.1.** Services must not occur at school during school hours without prior written DFPS approval.
- 2.8.2.** Contractor will not remove youth from class without prior written approval from DFPS. DFPS retains sole discretion to determine whether removal is necessary and the duration of any removal.
- 2.8.3.** Services must be flexible to accommodate the schedule of the assigned foster youth. Hours may include morning, afternoon, evening, weekend, and holidays.

2.9. Client Record Documentation Requirements

The Contractor must maintain individual client files that include the following, if applicable:

- a. DFPS Intensive Peer Support Services Youth Referral including the date and time the Form was received;
- b. Documentation of any incidents of missed, cancelled, or declined appointments and documentation of the notification to the DFPS Caseworker; and
- c. Documentation of any court appearances by PSS, including the date, time, purpose of the hearing, and a summary of the Staff member's participation, when attendance is requested by DFPS or required by court order. Documentation shall be provided to DFPS upon request.

2.10. Crisis Response

PSS must be accessible via phone for crisis engagement, as needed, to support foster youth during crisis situations via phone or virtual means.

2.10.1. PSS must immediately contact 911 and Statewide Intake in any situation involving a runaway, attempted runaway, fleeing, or suspected abduction. Notification must occur as soon as possible, but no later than one hour from the time the incident becomes known to Staff. For any mental health crisis or behavioral health episode requiring emergency intervention, Peer Support Staff must request a mobile Mental Health Assessment if available in the Region.

2.11. Community Resource Directory Management

Contractor will identify, develop, maintain, and collaborate with community support, community-based organizations, and public agencies that provide wraparound services for foster youth such as life-skills development, workforce services, financial literacy, transition support and other essential resources necessary for foster youth transitioning to adulthood.

2.11.1. Contractor must maintain and update a Resource Directory containing current contact information for these key support services.

2.11.2. The Resource Directory shall be submitted to DFPS Preparation for Adult Living (PAL) staff and DFPSIntensivePeerSupport@dfps.texas.gov for review and approval by October 1st of each contract year and upon any material updates.

2.12. Required Reports

2.12.1. Monthly Program Progress Report.

The Contractor will submit a Monthly Program Progress Report that clearly breaks down service hours by modality: in-person, virtual or phone, court participation, and administration tasks (planning, documentation, coordination) to the DFPSIntensivePeerSupport@dfps.texas.gov mailbox and to the designated DFPS Caseworker. The report format will be provided by DFPS. The report shall be submitted no later than the 20th day of the following month.

2.12.2. Personalized Development Plan (PDP).

The Contractor must develop, implement, and maintain a PDP for each Foster Youth. The Contractor must also maintain supporting documentation sufficient to demonstrate service delivery, youth engagement, progress toward individualized goals, safety monitoring, required DFPS notifications, and compliance with all applicable requirements. The PDP format will be provided by DFPS. The

plan shall be submitted no later than the 15th day of the following month to the DFPSIntensivePeerSupport@dfps.texas.gov mailbox and to the designated DFPS Caseworker.

2.13. Communication Requirements

Contractor must maintain clear and timely communication and respond to email and telephone calls within 48 business hours, Monday-Friday, excluding official State of Texas holidays. Only holidays designated as "All agencies closed" on the State Holiday Schedule are excluded. The current holiday schedule is available at: <https://hr.sao.texas.gov/Holidays>.

2.14. Subcontractor Requirements

Contractor will comply with Subcontractor requirements in Section VII (W) in the DFPS Vendor Uniform Terms and Conditions as stated in Section 1.6.2 of the Open Enrollment document. Contractor will submit in writing their subcontracting policies and procedures at time of contract execution and upon request by the DFPS contract manager.

2.15. Insurance Requirements

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:

- a. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 for aggregate;
- b. Commercial General Liability Insurance coverage must also include a Sexual Molestation and Abuse endorsement coverage with a minimum limit of \$1,000,000.
- c. Commercial Crime Policy with a 3rd Party Employee Dishonesty or "Client Property" endorsement or other individuals with access to fiscal resources such as unpaid volunteers or independent contractors are exempt from this insurance requirement.
- d. Business Automobile Liability Insurance or equivalent insurance coverage to cover losses from automobile accidents while transporting DFPS youth with a minimum limit of \$1,000,000. Business Automobile Liability insurance or equivalent insurance coverage must include Owned, Hired, and Non-owned endorsement or equivalent endorsements.

2.15.1. This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes "B" or higher by A.M. Best, as applicable. An insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.

2.15.2. Contractor will obtain a Certificate of Insurance or equivalent documentation (Insurance Document) with the types of

coverage and limits carried by Contractor that meet the requirements in this Subsection 2.15. The Certificate of Insurance must be issued to DFPS or designated DFPS as the Certificate Holder. The Contractor will provide this Insurance Documents to DFPS prior to contract execution.

- 2.15.3.** If the Contractor's insurance coverage required by this Section is renewed, no longer current, or there is a material change to the Insurance Document, then the Contractor will provide DFPS with a current Insurance Document. Furthermore, the contractor agrees to provide this Insurance Document to DFPS in a manner that ensures DFPS always has a current Insurance Document on file and will provide additional or requested documentation at any time to DFPS.
- 2.15.4.** DFPS has the sole discretion to determine whether an Insurance Document provided will be accepted as documentation that the Contractor has met this Sections requirement.
- 2.15.5.** DFPS may require the Contractor to provide any additional documentation to meet the requirements of this Section. DFPS may request that the Contractor permit DPPS to contact Contractor's insurance company or equivalent provider directly. The Contractor's will provide any documents required by DFPS under this Section without additional expenses or delay.

2.16. Contract Special Conditions

In 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.

2.16.1. Remedies.

- a. Corrective Action Plan (CAP).
DFPS will provide the Contractor with a CAP that identifies areas of noncompliance, poor performance, or other deficiencies.
 - i. 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.
 - ii. Upon receipt of DFPS's approval, the Contractor must implement and maintain compliance with the requirements of the CAP.
- b. Suspension.
DFPS may suspend or remove all or any part of the Contract.
- c. 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.

2.17. DFPS Responsibilities.

- 2.17.1.** DFPS will report to the Contractor if there are any changes affecting the delivery of services.
- 2.17.2.** The service regions will be determined as part of the collaboration between DFPS and Contractor. Final determination will be made by DFPS.
- 2.17.3.** DFPS, as its sole discretion, reserves the right to change, consolidate, delete, or add service locations.
- 2.17.4.** DFPS has the right to approve, disallow, or remove the Contractor's staff and professionals providing services.

2.18. Both Party Responsibilities.

Both parties agree to maintain ongoing communication throughout the services delivery stages. If either party is unable to fulfill any part of their obligation, the corresponding Point of Contact is to be notified immediately.

2.19. Discharge Responsibilities.

- 2.19.1.** Youth may be discharged from program upon fulfillment of identified service goals from PDP, relocation outside the contracted provider's designated service area, or upon issuance of a discharge notice by DFPS.
- 2.19.2.** Upon discharge, the contractor shall submit a discharge summary to DFPS that includes the service goals established for the youth and a detailed account of the progress made toward each goal during the service period.

3. UTILIZATION AND COMPENSATION

3.1. 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.

3.2. Compensation

3.2.1. Availability of Funds.

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.

- 3.2.2.** 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.
- 3.2.3.** 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.

3.3 Initiating Services

- 3.3.1** DFPS will initiate a referral for IPSS by transmitting a DFPS Intensive Peer Support Services Youth Referral prior to the Contractor providing services to the eligible youth.
- 3.3.2** Contractor will confirm referral receipt within 24 hours and provide the services as indicated on the DFPS Intensive Peer Support Services Youth Referral. Contractor will initiate services by contacting the youth within 5 business days of the initial referral receipt.
- 3.3.3** Services will be:
 - a. Modified as necessary to ensure the foster youth's needs are met, with services lasting six months.
 - b. Written approval from DFPS must be obtained prior to providing services exceeding the six-month mark.
 - c. Determined through collaboration between DFPS and Contractor by utilizing the foster youth's PDP.

3.4 Invoicing

- 3.4.1 Method of Payment.**

Payment will be a Fee-for-Service based on unit rates and are documented in the contract executed by the Parties.
- 3.4.2 Fee Schedule.**

The unit rate is calculated as one-hour units and billed in 15-minute increments.

 - a. Fifteen (15) minutes = .25 unit
 - b. Thirty (30) minutes = .50 unit
 - c. Forty-Five (45) minutes = .75 unit
 - d. Sixty (60) minutes = 1 hour
- 3.4.3** Contractor will be paid the Unit Rate of \$65 per one hour for In-Person Direct Services, Virtual Engagement and the completion of necessary administrative tasks such as case documentation.
- 3.4.4** The Unit of Service for IPSS is one hour from the time services are delivered to the end of the service.
- 3.4.5** Contractor will submit invoices to the CWOP Contracts mailbox at DFPSCWOPContracts@dfps.texas.gov. Contractor

will utilize the invoice spreadsheet provided by DFPS to submit monthly billing. An invoice must be submitted for each region that services are provided in. Invoices will be itemized and must include the following:

- a. Name, address, and telephone number of Contractor;
- b. DFPS Region services provided in;
- c. DFPS contract number;
- d. Dates of services provided;
- e. The total invoice amount; and
- f. Any additional payment information required by the designated contract specialist;

3.4.6 For Court Related Services, the Contractor must include:

- a. Location, date, and time of the service;
- b. Time of arrival and departure from the location where services were provided; and
- c. Name and credential of the professional who testified.

3.5 No Show

Payment will be made when a youth fails to attend or refuses to participate in a pre-scheduled session. To receive payment, the Contractor must submit written documentation per Section 2.9. A Unit Rate of one hour will be paid.

3.6 Due Date

Services must be billed for 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.

3.6.1 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 Child Watch Support Services Contracts mailbox at DFPSCWOPContracts@dfps.texas.gov.

3.7 Unauthorized Payments

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

- a. Time required for travel to and from site of service delivery;
- b. Holiday, weekend, or evening differential rate;
- c. Service types not authorized;
- d. Services delivered by a person not meeting the minimum qualifications;
- e. Service claims that exceed the number of units or fall outside the timeframes specified on the DFPS Intensive Peer Support Services Youth Referral;
- f. Services claimed and not provided;

- g. Services claimed without adequate supporting documentation;
and
- h. Contractor must follow any case specific instruction provided in the comments section of the DFPS Intensive Peer Support Services Youth Referral.
- i. Contractor cannot bill IPS services in conjunction with any other contracted DFPS service.

4 APPLICATION SUBMISSION & SCREENING

4.1 Open Enrollment Cancellation or Non-Award

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

4.2 Joint Applications

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

4.3 Withdrawal of Applications

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

4.4 Application Submission Instructions

Applicants will submit the Open Enrollment Application and Required Forms as stated in Section 1.3 of this Open Enrollment document and Appendix A of the Application document. Applicants must organize the signed and legible scanned documents and will send the documents to DFPSCWOPContracts@dfps.texas.gov.

4.5 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.

4.6 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.

4.7 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:

- a. Past business history, practices, and conduct;
- b. Ability to provide the services to meet the needs of the clients for whom the services are being purchased;
- c. 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.

4.8 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 and Forms to apply for this Open Enrollment are posted as provided for in Section 1.3.