 **Texas Department of Family and Protective Services**

**ADDENDA**

#### To

**Open Enrollment**

**HHS0000088**

**For**

**Child Placing Agencies**

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Notice is hereby given to prospective applicants to the above referenced open enrollment that changes have been made to requirements or information in the open enrollment, as noted in the addenda below.

**(Note**: In the column with the heading "Open Enrollment Reference", the references to "Package" refer to the link, as listed on the Electronic State Business Daily (ESBD) posting of this open enrollment.)

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| **Addendum #16**  **December 4, 2023** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Open Enrollment for CPA RCC Services) | NA | Applications will no longer be accepted under this Enrollment Number as of 12/4/2023.  To apply, see Enrollment Number HHS0014286 |
| 2. | File 1 (Open Enrollment for CPA RCC Services) | 1.1 The Child Protective Services Program (CPS) of the Texas Department of Family & Protective Services (DFPS or Department) is issuing this Open Enrollment to seek applications from: | 1.1 The Child Protective Services Program (CPS) of the Texas Department of Family & Protective Services (DFPS) Open Enrollment is for the following to apply for 24-Hour Residential Child Care (RCC) Services: |
| 3. | File 1 (Open Enrollment for CPA RCC Services) | 1.1.1 DFPS Licensed Child Placing Agencies (CPA) to enter into contracts with them to provide Residential Child Care Services for children in its managing conservatorship in DFPS Regions across Texas (See Subsection 1.6.2 for a map); and | 1.1.1 Health and Human Services (HHS) Licensed Child Placing Agencies (CPA) to care for children in DFPS managing conservatorship in DFPS Regions across Texas (See Subsection 1.6.2 for a map); and |
| 4. | File 1 (Open Enrollment for CPA RCC Services) | 1.1.2 Out-of-State Applicants that will provide equivalent CPA Residential Child Care Services to children in DFPS managing conservatorship in its facilities located outside of Texas. These Out-of- State Applicants must be licensed to provide these services through its state regulatory entity. | 1.1.2 Out-of-State Contractors that will provide equivalent CPA RCC Services to children in DFPS managing conservatorship in its facilities located outside of Texas, and must be licensed to provide these services through its state regulatory entity. |
| 5. | File 1 (Open Enrollment for CPA RCC Services) | 1.1.3 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. | 1.1.3 Starting December 4, 2023, DFPS will no longer accept applications under this Open Enrollment Number HHS0000088. If your entity is interested in providing CPA RCC Services, you will need to apply under Open Enrollment Number HHS0014286.  1.1.4 Starting December 4, 2023, since applicants will no longer be able to apply under this Open Enrollment Number HHS0000088.  For this Open Enrollment, applicant will have the meaning of Contractor, who has been awarded a Contract under this Open Enrollment.  If an Applicant is still in the process of being awarded a Contract before December 4, 2023, then they will be awarded a Contract under the new Open Enrollment Number HHS0014286.  1.1.5 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 Contractor will provide services to DFPS children. |
| 6. | File 1 (Open Enrollment for CPA RCC Services) | **1.5 Eligible Applicants**  To be eligible to receive a Contract award through this Open Enrollment, Applicants must submit an Application, Attachments and Required Forms (see Section 6.1) and: | **1.5 Eligible Applicants**  To be eligible to receive a Contract award through this Open Enrollment, Applicants must submit an Application, Attachments and Required Forms (see Section 6.1) and continue to meet these following requirements throughout their Contract Term. |
| 7. | File 1 (Open Enrollment for CPA RCC Services) | **1.6.3 DFPS Community Based Care (Formerly Foster Care Redesign)** | 1.6.3 DFPS Community Based Care |
| 8. | File 1 (Open Enrollment for CPA RCC Services) | **1.10 Sequestration Impact**  Sequestration refers to the automatic spending cuts that are required under the 2011 Budget Control Act. This law required $1.2 trillion in automatic cuts to mandatory and discretionary programs to begin in 2013 if Congress failed to pass legislation that would reduce the nation’s deficit by at least $1.5 trillion during the next decade. The failure of Congress to pass any deficit reduction legislation has triggered the automatic cuts required under sequestration.  These across the board cuts began January 2, 2013 and continue for the next ten years. The cuts must be split equally between security and non-security programs, according to the Budget Control Act. DFPS has determined that this Open Enrollment has the potential to be impacted by these budget cuts. | (Section deleted due to expiration and subsequent sections renumbered) |
| 9. | File 1 (Open Enrollment for CPA RCC Services) | 2.2.2 Effective September 1, 2021 through January 31, 2024, Contractor must use the Supplemental Daily Rate payments (see Section 3.3.1) consistent with the Contract purpose, which includes but is not limited to the following. As instructed by DFPS, Contractor will provide reports of how they used their Supplemental Daily Rate payments.  a. Increasing the number of children served by utilizing existing capacity;  b. Strengthening the quality of care; and  c. Providing targeted capacity expansion for necessary placements (particularly for children with high needs or currently without placement). | (Section deleted due to expiration on 9/1/2023 – prior change to 1/31/24 was a clerical error – and subsequent sections renumbered) |
| 10. | File 1 (Open Enrollment for CPA RCC Services) | 2.2.3 Effective March 1, 2022 through September 30, 2022, DFPS will disburse to Contractors two $250 Temporary Assistance for Needy Families (TANF) School Allowance payments to cover the cost of clothing and supplies for each child in foster care who is age three years old and older, as identified by DFPS.   1. As directed by DFPS, Contractor agrees that by accepting these funds, they will ensure that these funds are passed down in a one time Spring payment and a one time Fall payment, and they will comply with the requirements in this Open Enrollment and any other requirements and/or instructions from DFPS. 2. Contractor must ensure that the funds be spent to support the individual child identified by DFPS. DFPS will identify eligible children through placement information contained in the state’s IMPACT database and provide this information to the Contractor. 3. The first payment to Contractor will be made by May 31, 2022 for Spring 2022. 4. The second payment to Contractor will be made by August 31, 2022 for Fall 2022. 5. Contractor must provide clear instructions to caregivers on the proper use of the funds and make clear that records related to distribution of funds may be required for review if the program is audited in the future. The Contractor’s tracking reports should show, at a minimum: 6. The date funding was provided to caregiver; 7. The method for how the funding was provided to caregiver; 8. Who received the funding; 9. The individual child the funding was intended to support; and 10. The date, amount and the type of items were purchased to support that individual child.   If the placement of a child changes, and the funds have not been fully expended by the Contractor and caregiver for that individual child, the remaining funds must follow the child to their next placement. | (Section deleted due to expiration and subsequent sections renumbered) |
| 11. | File 1 (Open Enrollment for CPA RCC Services) | **3.3 Fee Schedule**  DFPS will pay Contractor for services at the Daily Rate provided below. For more information about Daily Rates see  https://www.dfps.state.tx.us/Doing\_Business/Purchased\_Client\_Services/Residential\_Child\_Care\_Contracts/Rates/default.asp.  Daily Rate Paid to Child Placing Agencies   |  |  |  | | --- | --- | --- | | Service Level: | Rate Paid to Child Placing Agency | Foster Parent Reimbursement Funds | | Basic | $49.54 | $27.07 | | Moderate | $87.36 | $47.37 | | Specialized | $110.10 | $57.86 | | Intense | $186.42 | $92.43 | | 3.3 Fee Schedule  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. |
| 12. | File 1 (Open Enrollment for CPA RCC Services) | **3.3.1 Supplemental Daily Rate**  Effective September 1, 2021 through January 31, 2024, DFPS will pay Contractor a Supplemental Daily Rate for each Child with a Service Level of Moderate, Specialized, or Intense at the rates provided below. The Supplemental Daily Rate is an amount paid in addition to the Daily Rate in Section 3.3.  The Supplemental Daily Rate does not impact the amount of Foster Parent Minimum Reimbursement Funds currently paid to foster families. These minimum pass through amounts remain unchanged for all service levels.  **Supplemental Daily Rate Paid to Child Placing Agencies**   |  |  | | --- | --- | | Service Level: | Supplemental Daily Rate Paid to Child Placing Agencies | | Basic | N/A | | Moderate | $10.05 | | Specialized | $12.66 | | Intense | $21.44 | | Treatment Foster Care | $31.90 | | (Section deleted due to expiration on 9/1/2023 – prior change to 1/31/24 was a clerical error – and subsequent sections renumbered) |
| 13. | File 1 (Open Enrollment for CPA RCC Services) | **3.3.2 TANF School Allowance Payments**  Effective from March 1, 2022 to September 30, 2022, and as provided for in Section 2.2.3, DFPS will disburse funds to the Contractor in two payments. DFPS will make no further disbursements or payments to Contractors after September 30, 2022. | (Section deleted due to expiration) |
| 14. | File 1 (Open Enrollment for CPA RCC Services) | **4.2 Right to Reject Applications or Portions of Applications**  At its sole discretion, DFPS may reject any and all responses or portions. | **4.2 Right to Reject Applications or Portions of Applications**  At its sole discretion, DFPS may reject any and all responses or portions of it. |
| 15. | File 1 (Open Enrollment for CPA RCC Services) | **5.5 Readiness Assessment**  The Readiness Questionnaire information and documents submitted will be forwarded to a Contract Manager for completion of the Readiness Assessment (See Section 6.1) described in this Subsection prior to Contract award determination. | **5.5 Readiness Assessment**  The Readiness Assessment Questionnaire information and documents submitted will be forwarded to a Contract Manager for completion of the Readiness Assessment (See Section 6.1) described in this Subsection prior to Contract award determination. |
| 16. | File 1 (Open Enrollment for CPA RCC Services) | **6 ATTACHMENTS TO THIS OPEN ENROLLMENT**  The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-3** are located on the ESBD or HHS Enrollment Site (See Section 1.3). | **6 ATTACHMENTS TO THIS OPEN ENROLLMENT**  The following Attachments to this CPA Open Enrollment (Item 1) and Item 3 are located on the ESBD or HHS Enrollment Site (See Section 1.3). |
| 17. | File 1 (Open Enrollment for CPA RCC Services) | **6.1 CPA Open Enrollment Application, Attachments and Required Forms File (Item 2)** | 6.1 Starting December 4, 2023, to apply, see Enrollment Number HHS0014286. |

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| **Addendum #15**  **August 10, 2023** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Open Enrollment for CPA RCC Services) | Enrollment Period Closes: August 31, 2023 | Enrollment Period Closes: January 31, 2024 |
| 2. | File 1 (Open Enrollment for CPA RCC Services) | Jamie Masters, Commissioner | Stephanie Muth, Commissioner |
| 3. | File 1 (Open Enrollment for CPA RCC Services) | **2.2.2**    Effective September 1, 2021 through August 31, 2023, Contractor must use the Supplemental Daily Rate payments (see Section 3.3.1) consistent with the Contract purpose, which includes but is not limited to the following. As instructed by DFPS, Contractor will provide reports of how they used their Supplemental Daily Rate payments.  a. Increasing the number of children served by utilizing existing capacity;  b. Strengthening the quality of care; and  c. Providing targeted capacity expansion for necessary placements (particularly for children with high needs or currently without placement). | **2.2.2**  Effective September 1, 2021 through January 31, 2024, Contractor must use the Supplemental Daily Rate payments (see Section 3.3.1) consistent with the Contract purpose, which includes but is not limited to the following. As instructed by DFPS, Contractor will provide reports of how they used their Supplemental Daily Rate payments.  a. Increasing the number of children served by utilizing existing capacity;  b. Strengthening the quality of care; and  c. Providing targeted capacity expansion for necessary placements (particularly for children with high needs or currently without placement). |
| 4. | File 1 (Open Enrollment for CPA RCC Services) | **3.3.1 Supplemental Daily Rate**  Effective September 1, 2021 through August 31, 2023, DFPS will pay Contractor a Supplemental Daily Rate for each Child with a Service Level of Moderate, Specialized, or Intense at the rates provided below. The Supplemental Daily Rate is an amount paid in addition to the Daily Rate in Section 3.3.  The Supplemental Daily Rate does not impact the amount of Foster Parent Minimum Reimbursement Funds currently paid to foster families. These minimum pass through amounts remain unchanged for all service levels.  Supplemental Daily Rate Paid to Child-Placing Agencies  Basic N/A  Moderate $10.05  Specialized $12.66  Intense $21.44  Treatment Foster Care $31.90 | **3.3.1 Supplemental Daily Rate**  Effective September 1, 2021 through January 31, 2024, DFPS will pay Contractor a Supplemental Daily Rate for each Child with a Service Level of Moderate, Specialized, or Intense at the rates provided below. The Supplemental Daily Rate is an amount paid in addition to the Daily Rate in Section 3.3.  The Supplemental Daily Rate does not impact the amount of Foster Parent Minimum Reimbursement Funds currently paid to foster families. These minimum pass through amounts remain unchanged for all service levels.  Supplemental Daily Rate Paid to Child-Placing Agencies  Basic N/A  Moderate $10.05  Specialized $12.66  Intense $21.44  Treatment Foster Care $31.90 |

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| **Addendum #14**  **August 19, 2022** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** | |
| 1. | File 1 (Open Enrollment for CPA RCC Services) | Enrollment Period Closes: August 31, 2022 | Enrollment Period Closes: August 31, 2023 | |
| 2. | File 1 (Open Enrollment for CPA RCC Services) | 1.5.4 Comply with the Insurance Requirements (See II (G) in Section 6.3.1 and I (H) in Section 6.3.2). | 1.5.4 Comply with the Insurance Requirements (See II (G) in Section 6.2.1 and I (H) in Section 6.2.2). | |
| 3. | File 1 (Open Enrollment for CPA RCC Services) | **1.6.3 DFPS Community Based Care (Formerly Foster Care Redesign)**  As required by the 85th Legislative Session, Senate Bill 11 that is now codified in Texas Family Code Chapter 264 (B-1), DFPS has commenced implementation of a community-based model, Community Based Care, 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 catchment area. DFPS has implemented contracts for Community Based Care (CBC) in the following catchment areas.  a. Region 1 (Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler and Yoakum counties) should contact Saint Francis Ministries.  b. Region 2 (Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Mitchel, Montague, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, and Young counties) should contact 2INgage, a division of Texas Family Initiative LLC. CBC will be implemented through 2INgage and its community partner New Horizons Ranch and Center Inc.  c. Region 3b (Tarrant, Palo Pinto, Parker, Johnson, Hood, Somervell and Erath counties) should contact Our Community Our Kids, a division of ACH Child and Family Services.  d. Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties) should contact BELONG, a division of SJRC Texas (anticipated go live date is October 1, 2021). | **1.6.3 DFPS Community Based Care Catchment Areas**  As provided for in Texas Family Code Chapter 264 Subchapter B-1, DFPS has commenced implementation of a community-based model, Community Based Care (CBC), 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 area may be accessed at <http://www.dfps.state.tx.us/Child_Protection/Foster_Care/Community-Based_Care/default.asp>. | |
| 4. | File 1 (Open Enrollment for CPA RCC Services) | **1.8 Open Enrollment Contract (See Sections 6.2 and 6.3)**  1.8.1 If the Applicant is awarded a Contract for this Open Enrollment, then they will agree to comply with this Open Enrollment, the CPA Sample Base Contract (See Section 6.2), and its Contract Documents File (See Section 6.3). These documents are located in the posting for this Open Enrollment on the ESBD or HHS Enrollment sites (See Section 1.3).  1.8.2 If after reviewing the Application and if required, completing the Service Level Monitor Review and/or the Readiness Assessment (See Section 5), DFPS may determine that the Contractor will have additional Fiscal and/or Programmatic Provisional Conditions added to the Contract that they execute with DFPS.  1.8.3 DFPS will determine the length of the Contract’s term.  1.8.4 The Applicant does not execute and return the CPA Sample Base Contract in Section 6.2. | **1.8 Open Enrollment Contract (See Section 6.2)**  1.8.1 If the Applicant is awarded a Contract for this Open Enrollment, then they agree to comply with:  a. The Contract prepared by DFPS and executed by DFPS and the Contractor;  b. This Open Enrollment (See Section1.3 for posting links);  c. The Contract Document File (See Sections 1.3 and 6.2);  1. 6.2.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA;  2. 6.2.2 DFPS Uniform Terms and Conditions; and  3. 6.2.3 Residential Child Care Services Performance Measures for CPA.  d. The Applicant also agrees to comply with the terms of the CPS Open Enrollment and Contract Document 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 Sections 1.3 and 6.2); and  e. The Applicant will also be responsible for periodically checking ESBD and the HHS Enrollment site, or any successor to these sites, to ensure compliance with any updates to the CPA Open Enrollment and Contract Documents File (See Sections 1.3 and 6.2).  1.8.2 If after reviewing the Application and if required, completing the Service Level Monitor Review and/or the Readiness Assessment (See Section 5), DFPS may determine that the Contractor will have additional Fiscal and/or Programmatic Provisional Conditions added to the Contract that they execute with DFPS.  1.8.3 DFPS will determine the length of the Contract’s term and whether the Contract’s term can be extended. | |
| 5. | File 1 (Open Enrollment for CPA RCC Services) | 2.2.1 a. 24-Hour Residential Child Care Requirements (Requirements) at http://www.dfps.state.tx.us/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 Section 6.3.2. | 2.2.1 a. 24-Hour Residential Child Care Requirements (Requirements) at http://www.dfps.state.tx.us/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 Section 6.2.2 | |
| 6. | File 1 (Open Enrollment for CPA RCC Services) | 2.2.10 If a Contractor is authorized to provide Intensive Foster Family Care Services, then their requirements are in III (B) in Section 6.3.1, which includes Foster Home Eligibility Requirements and Population Characteristics. | 2.2.10 If a Contractor is authorized to provide Intensive Foster Family Care Services, then their requirements are in III (B) in Section 6.2.1, which includes Foster Home Eligibility Requirements and Population Characteristics. | |
| 7. | File 1 (Open Enrollment for CPA RCC Services) | **2.8 Background Checks**  In addition to complying with VII (C) of Section 6.3.2, anyone who is a Principal or has access to the financial operations of the organization, needs to submit Forms 2970c and 2971c (See Section 6.1). | **2.8 Background Checks**  In addition to complying with VII (C) of Section 6.2.2, anyone who is a Principal or has access to the financial operations of the organization, needs to submit Forms 2970c and 2971c (See Section 6.1). | |
| 8. | File 1 (Open Enrollment for CPA RCC Services) | **2.9 Performance Measures**  The Contractor must comply with the Performance Measures in Section 6.3.3. | **2.9 Performance Measures**  The Contractor must comply with the Performance Measures in Section 6.2.3. | |
| 9. | File 1 (Open Enrollment for CPA RCC Services) | **2.10 Subcontractors**  In addition to complying with VII (T) of Section 6.3.2, and regardless if the Contractor uses subcontractors to provide direct delivery and management services under this Contract, the Contractor is required to submit 2033-RCC annually.  If Subcontractors are used, then the Contractor will list all of them. If no subcontractors are used, then the Contractor will indicate such. | **2.10 Subcontractors**  In addition to complying with VII (T) of Section 6.2.2, and regardless if the Contractor uses subcontractors to provide direct delivery and management services under this Contract, the Contractor is required to submit 2033-RCC annually.  If Subcontractors are used, then the Contractor will list all of them. If no subcontractors are used, then the Contractor will indicate such. | |
| 10. | File 1 (Open Enrollment for CPA RCC Services) | **2.11 Performance Measures**  The Contractor must comply with the Performance Measure requirements in Section 6.3.3. | **2.11 Performance Measures**  The Contractor must comply with the Performance Measure requirements in Section 6.2.3. | |
| 11. | File 1 (Open Enrollment for CPA RCC Services) | **6 ATTACHMENTS TO THIS OPEN ENROLLMENT**  The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-4)** are located on the ESBD or HHS Enrollment Site (See Section 1.3).  **6.1 CPA Open Enrollment Application, Attachments and Required Forms File (Item 2)**  **6.2 CPA Open Enrollment Sample Base Contract File (Item 3)**  **6.3 CPA Open Enrollment Contract Documents File (Item 4)**  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA  6.3.2 DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for CPA | **6 ATTACHMENTS TO THIS OPEN ENROLLMENT**  The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-3** are located on the ESBD or HHS Enrollment Site (See Section 1.3).  **6.1 CPA Open Enrollment Application, Attachments and Required Forms File (Item 2)**  **6.2 CPA Open Enrollment Contract Documents File (Item 3)**  6.2.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA  6.2.2 DFPS Uniform Terms and Conditions  6.2.3 Residential Child Care Services Performance Measures for CPA | |
| 12. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | **SECTION III – INSURANCE**  Review Section 1.5.4 of this Open Enrollment, II (G) of Section 6.3.1, and I (H) of 6.3.2 and indicate in the table below if requirements are met. | **SECTION III – INSURANCE**  Review Section 1.5.4 of this Open Enrollment, II (G) of Section 6.2.1, and I (H) of 6.2.2 and indicate in the table below if requirements are met. | |
| 13. | File 3 (Open Enrollment Base Contract) | **6.2 CPA OPEN ENROLLMENT SAMPLE BASE CONTRACT** | File 3 has been deleted in its entirety. | |
| 14. | File 4 (CPA Open Enrollment Contract Documents File) | **6. Liquidated Damages.**  Effective March 1, 2019, Contractor agrees that DFPS may recover liquidated damages as provided below:  **a. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Checkup (also known as Texas Health Steps Checkup).**  As required by Texas Human Resources Code §42.0432(b), DFPS will assess liquidated damages when the Contractor fails to ensure that EPSDT checkups are completed.  i. Compliance Requirements are at 40 TAC § 749.1151.  ii. Liquidated damages will be assessed when the child is new to care with DFPS and this child has been in the Contractor’s care 30 days within 90 days of the child’s removal.  iii. $100 for each instance of non-compliance up to and including the 10th instance.  iv. $150 for each instance of non-compliance after the 10th instance.  **b. Trauma Informed Care (TIC) Training.** DFPS will assess liquidated damages when the Contractor fails to comply with TIC Training.  i. Compliance Requirements are at Sections 5500 - 5540 in the Requirements.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  **c. Emergency Behavior Intervention (EBI) Training.** DFPS will assess liquidated damages when the Contractor fails to comply with EBI training requirements.  i. Compliance Requirements are at 26 TAC §§749.863, 749.901 and 749.903.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii.$500 for each instance of non-compliance after the 10th instance.  d. **Background History Check Compliance**. DFPS will assess liquidated damages when the Contractor fails to comply with Background History Check requirements.  i. Compliance Requirements are Section VII (C) of the DFPS Vendor Uniform Terms and Conditions, Subchapter F in 26 TAC 745, and Section 2.8 of the Open Enrollment.  ii. $250 for each instance of non-compliance up to and including the 10th instance of non-compliance.  iii. $500 for each instance of non-compliance after the 10th instance of non-compliance.  **e. Continuous 24-Hour Awake Supervision Compliance.** Beginning September 1, 2020, DFPS will assess liquidated damages when the Contractor fails to provide continuous 24-hour awake supervision to children consistent with requirements described in this Contract and all its incorporated documents, including, but not limited to, Section 1115 Continuous 24-Hour Awake Supervision of the 24-Hour Residential Child Care Requirements. Liquidated damages are found in Appendix V. 24-Hour Awake Supervision Progressive Intervention and Liquidated Damages of the 24-Hour Residential Child Care Requirements. | **6. Liquidated Damages.** Contractor agrees that DFPS may recover liquidated damages as provided below:  **a. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Checkup (also known as Texas Health Steps Checkup).** As required by Texas Human Resources Code §42.0432(b), DFPS will assess liquidated damages when the Contractor fails to ensure that EPSDT checkups are completed.  i. Compliance Requirements are at 40 TAC § 749.1151.  ii. Liquidated damages will be assessed when the child is new to care with DFPS and this child has been in the Contractor’s care 30 days within 90 days of the child’s removal.  iii. $100 for each instance of non-compliance up to and including the 10th instance.  iv. $150 for each instance of non-compliance after the 10th instance.  **b. Trauma Informed Care (TIC) Training.** DFPS will assess liquidated damages when the Contractor fails to comply with TIC Training.  i. Compliance Requirements are at Sections 5500 - 5540 in the Requirements.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  **c.** **Continuous 24-Hour Awake Supervision Compliance.** Beginning September 1, 2020, DFPS will assess liquidated damages when the Contractor fails to provide continuous 24-Hour Awake Supervision to Children as required by this Contract and Section 1115 and Appendix V of the Requirements. | |
| 15. | File 4 (CPA Open Enrollment Contract Documents File) | 7. a. Compliance Requirements are in Performance Measure Outcome #1 in Section 6.3.3. | 7. a. Compliance Requirements are in Performance Measure Outcome #1 in Section 6.2.3. | |
| 16. | File 4 (CPA Open Enrollment Contract Documents File) | **6.3.1 TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**  **VENDOR SUPPLEMENTAL, SPECIAL & PROGRAMMATIC CONDITIONS FOR CPA** | **6.2.1 DFPS VENDOR SUPPLEMENTAL, SPECIAL & PROGRAMMATIC CONDITIONS FOR CPA** | |
| 17. | File 4 (CPA Open Enrollment Contract Documents File) | **B. PERFORMANCE INCENTIVE.** Effective September 1, 2019, under Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for the following Performance Measures in Section 6.3.3. Financial incentives are dependent on the Liquidated Damages and Remedies collected by DFPS as provided for in Subsection H above and appropriations.  1. Older Youth Placements (See Performance Measure #5 in Section 6.3.3).  2. Sibling Group Placements (See Performance Measure #6 in Section 6.3.3). | **B. PERFORMANCE INCENTIVE.** Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for the following Performance Measures in Section 6.2.3. Financial incentives are dependent on the Liquidated Damages and Remedies collected by DFPS as provided for in Subsection H above and appropriations.  1. Older Youth Placements (See Performance Measure #5 in Section 6.2.3).  2. Sibling Group Placements (See Performance Measure #6 in Section 6.2.3). | |
| 18. | File 4 (CPA Open Enrollment Contract Documents File) | **6.3.2 TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES VENDOR UNIFORM TERMS AND CONDITIONS** have been removed in their entirety and replaced with the link. | **6.2.2 DFPS VENDOR UNIFORM TERMS AND CONDITIONS**  DFPS Vendor Uniform Terms and Conditions is located at https://www.dfps.state.tx.us/Doing\_Business/forms.asp, and the Contractor agrees to comply with updates to this document. | |
| 19. | File 4 (CPA Open Enrollment Contract Documents File) | **6.3.3 RESIDENTIAL CHILD CARE SERVICES PERFORMANCE MEASURES FOR CPA** | **6.2.3 RESIDENTIAL CHILD CARE SERVICES PERFORMANCE MEASURES FOR CPA** | |
| **Addendum #13**  **May 20, 2022** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | | Added Section 2.2.3  Effective March 1, 2022 through September 30, 2022, DFPS will disburse to Contractors two $250 Temporary Assistance for Needy Families (TANF) School Allowance payments to cover the cost of clothing and supplies for each child in foster care who is age three-years old and older, as identified by DFPS.   1. As directed by DFPS, Contractor agrees that by accepting these funds, they will ensure that these funds are passed down in a one-time Spring payment and a one-time Fall payment, and they will comply with the requirements in this Open Enrollment and any other requirements and/or instructions from DFPS. 2. Contractor must ensure that the funds be spent to support the individual child identified by DFPS. DFPS will identify eligible children through placement information contained in the state’s IMPACT database and provide this information to the Contractor. 3. The first payment to Contractor will be made by May 31, 2022 for Spring 2022. 4. The second payment to Contactor will be made by August 31, 2022 for Fall 2022. 5. Contractor must provide clear instruction to caregivers on the proper use of the funds and make clear that records related to distribution of funds may be required for review if the program is audited in the future. The Contactor’s tracking reports should show, at a minimum: 6. The date funding was provided to caregiver; 7. The method for how the funding was provided to caregiver; 8. Who received the funding; 9. The individual child the funding was intended to support; and 10. The date, amount and the type of items were purchased to support that individual child. 11. If the placement of a child changes, and the funds have not been fully expended by the Contractor and caregiver for that individual child, the remaining funds must follow the child to their next placement. |
| 2. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | | Added Section 3.3.2   * + 1. **TANF School Allowance Payments**   Effective from March 1, 2022 to September 30, 2022, and as provided for in Section 2.2.3, DFPS will disburse funds to the Contractor in two payments. DFPS will make no further disbursements or payments to Contractors after September 30, 2022. |

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| **Addendum #12**  **November 22, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | [DFPSRESIDENT@DFPS.TEXAS.GOV](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) | Updated email address  [DFPS24HourResidentialApplications@dfps.texas.gov](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) |
| 2. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | Added new section 1.5.6   * + 1. Provide a complete list of all its Persons in a Key Position in its Application (see Section 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 Section 2.7.2). |
| 3. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | * 1. Added new section 1.5.7   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 <http://www.dfps.state.tx.us/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 Section 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. |
| 4. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | Added new section 2.7.2  2.7.2 Throughout a Contract Term, Contractor:  a. Must timely provide all updates to its Persons in a Key Position list that it submitted in its completed Application to DFPS (see Section 6.1).  b. Agrees to immediately notify DFPS in writing when it becomes aware that a Person in a Key Position has received an RTB as a result of an Abuse or Neglect Investigation.  c. 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.  d. Within 48 hours of removal, Contractor will notify DFPS in writing of the removal.  e. Failure to comply can result in a contract action up to and including termination. |
| 5. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-3)** are located on the ESBD or HHS Enrollment Site (See Section 1.3). **Item 4’s** documents are accessed at the links in Section 6.3 | The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-4)** are located on the ESBD or HHS Enrollment Site (See Section 1.3). |
| 6. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPADFPS Vendor Supplemental, Special & Programmatic Conditions for CPA  6.3.2 DFPS Uniform Terms and Conditions DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for CPA Residential Child Care Services Performance Measures for CPA | Removed hyperlinks |
| 7. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | [DFPSRESIDENT@DFPS.TEXAS.GOV](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) | Updated email address  DFPS24HourResidentialApplications@dfps.texas.gov |
| 8. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | **FOR REGIONS 1, 2, 3b, & 8a** - 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 Section 1.6.3 of the Open Enrollment for specific information on CBC catchment areas and if applicable, the counties that are part of a CBC catchment areas). | Removed Region 8a and added Region 8b  **FOR REGIONS 1, 2, 3b, & 8b** - 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 Section 1.6.3 of the Open Enrollment for specific information on CBC catchment areas and if applicable, the counties that are part of a CBC catchment areas). |
| 9. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | N/A | Added new number 14   1. Attach a copy of your CPA's Person(s) in a Key Position including: 2. Full names; 3. Titles, if applicable; 4. Addresses; 5. Email addresses; and 6. Phone numbers.   See definition of Person in a Key Position in the Requirements at <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/documents/24_Hour_RCC_Requirements.pdf>. |
| 10. | File 3  (Sample Base Contract) | By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party. | Revised language.  By signing below, the following certify that they have the requisite legal authority to bind their respective Party and that this Contract represents the final agreement of the Parties. |
| 11. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | * + 1. Within 30 days of placement or an increase to the Intense Service Level for a Child who is already placed in a foster home verified for the Intense Service Level and who has Treatment Services as PMN, the Contractor must submit the date of foster home verification and a copy of the foster home screening to the Designated CPS State Office Placement Program Specialist. | Enhanced requirements.   * + 1. Section III (B) (2) (a) Within 30 days of placement or an increase to the Intense Service Level for a Child who is already placed in a foster home verified for the Intense Service Level and who has Treatment Services as PMN, the Contractor must submit the following to the Designated CPS State Office Placement Program Specialist:  1. The foster home study and any addendums with verification date; 2. Treatment plan for the child; 3. Plan to meet the Intense Services Level indicators; 4. Supervision plan; and 5. Intense Service Level staffing plan. |
| 12. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | * + 1. The Designated CPS State Office Placement Program Specialist will submit the foster home screening to the Service Level Monitor within one business day. | Updated timeframe for submitting CPS Sate Office to submit documents to the Service Level monitors from one day to two day.  The Designated CPS State Office Placement Program Specialist will submit documents to the Service Level Monitor within two business day. |
| 13. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | The Contractor shall submit the foster family's previous foster home screening, amended foster home screening, a copy of the foster home’s verification and the name of the Child to the Designated CPS State Office Placement Program. | Enhanced requirements.  Section III (B) (3) (b) (i) The Contractor shall submit the following to the Designated CPS State Office Placement Program:   1. The name of the child; 2. The foster home study and any addendums with verification date; 3. Treatment plan for the child; 4. Plan to meet the Intense Service Level indicators; 5. Supervision plan; and 6. Intense Service Level staffing plan. |
| 14. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Within 30 days of the increase of the Child's Service Level to the Intense Service Level, the Contractor must submit the foster family's previous foster home screening, the amended foster home screening, a copy of the foster home’s verification, the Child's treatment plan and the Contractor's staffing plan to the Designated CPS State Office Placement Program Specialist. | Enhanced requirements.  Section III (B) (4) (b) (i) Within 30 days of the increase of the Child's Service Level to the Intense Service Level, the Contractor must submit the following to the Designated CPS State Office Placement Program Specialist:   1. The name of the child; 2. The foster home study and any addendums with verification date; 3. Treatment plan for the child; 4. Plan to meet the Intense Service Level indicators; 5. Supervision plan; and 6. Intense Service Level staffing plan. |
| 15. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | The Contractor must submit the foster family's previous foster home screening, the amended foster home screening, a copy of the foster home’s verification, the Child's treatment plan and the Contractor's staffing plan to the Designated CPS State Office Placement Program Specialist. | Enhanced requirements.  Section III (B) (4) (c) (i)  The Contractor must submit the following to the Designated CPS State Office Placement Program Specialist:   * The name of the child; * The foster home study and any addendums with verification date; * Treatment plan for the child; * Plan to meet the Intense Service Level indicators; * Supervision plan; and * Intense Service Level staffing plan. |
| 16. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Within 30 days of the increase of the Child's Service Level to the Intense Service Level, the Contractor must submit the foster home screening, the Child's treatment plan and the Contractor's staffing plan to the Designated CPS State Office Placement Program Specialist. | Enhanced requirements.  Section III (B) (4) (c) (i)  Within 30 days of the increase of the Child's Service Level, submit the following to the Designated CPS State Office Placement Program Specialist:   * The name of the child; * The foster home study and any addendums with verification date; * Treatment plan for the child; * Plan to meet the Intense Service Level indicators; * Supervision plan; and * Intense Service Level staffing plan. |
| 17. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Section III (C)  **Specific Provisions Regions 2 and 9 (Formerly Referred to as Attachment H).** | Removed in its entirety. |
| 18. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Outcome #5  **Target:**  Meet statewide baseline established in State of Texas Fiscal Year 2019. | Updated target.  **Target:**  0.53 |
| 19. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Outcome #6  **Target:**  Meet statewide baseline established in State of Texas Fiscal Year 2019. | Updated target.  **Target:**  62% |

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| **Addendum #11**  **November 1, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | 2.2.2 Effective September 1, 2021 through August 31, 2023, Contractor must use the Supplemental Daily Rate payments (see Section 3.3.1) consistent with the Contract purpose; which includes but is not limited to the following. As instructed by DFPS, Contractor will provide reports of how they used their Supplemental Daily Rate payments.   1. Increasing the number of children served by utilizing existing capacity; 2. Strengthening the quality of care; and 3. Providing targeted capacity expansion for necessary placements (particularly for children with high needs or currently without placement). |
| 2. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | **3.3.1 Supplemental Daily Rate**  Effective September 1, 2021 through August 31, 2023, DFPS will pay Contractor a Supplemental Daily Rate for each Child with a Service Level of Moderate, Specialized, or Intense at the rates provided below. The Supplemental Daily Rate is an amount paid in addition to the Daily Rate in Section 3.3.  The Supplemental Daily Rate does not impact the amount of Foster Parent Minimum Reimbursement Funds currently paid to foster families. These minimum pass through amounts remain unchanged for all service levels.  **Supplemental Daily Rate Paid to Child-Placing Agencies**   |  |  | | --- | --- | | Service Level: | Supplemental Daily Rate Paid to Child-Placing Agencies | | Basic | N/A | | Moderate | $10.05 | | Specialized | $12.66 | | Intense | $21.44 | | Treatment Foster Care | $31.90 | |

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| **Addendum #10**  **September 2, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | **6.3.2** [DFPS Uniform Terms and Conditions](http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?Name=%205645V.docx) | Updated broken link **6.3.2** [DFPS Uniform Terms and Conditions](http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?Name=5645V.docx) |
| 2. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | **Region 8a** (Bexar County) should contact [Family Tapestry](https://www.familytapestry.org/?utm_source=childrens-shelter-home-page&utm_medium=website), a division of [The Children's Shelter](https://www.childrensshelter.org/).  **NOTE FOR REGION 8b** - On April 1, 2021, DFPS awarded a Community-Based Care contract in Region 8b to BELONG, a division of SJRC Texas that will serve the Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties). | Deleted |
| 3. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | Out-of-State Contractors will comply with Subsections a and b above. | For Out-of-State Contractors, if there is a conflict, with Subsections a-c with the Contractor’s state laws or equivalent licensing state licensing authority, Subsections a-c will control. Furthermore, DFPS will have the final determination to resolve any conflicts |
| 4. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | DFPS regional placement team will contact the Contractor to confirm that they have a vacancy based on information submitted by Contractors to the **CPS Child Placement Vacancy Database (CPVD)** and ask the Contractor to consider the Child for placement. Out-of-State Contractors will not submit to the Database. | 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. |
| 5. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6 ATTACHMENTS TO THIS OPEN ENROLLMENT  The following Attachments to this **CPA Open Enrollment (Item 1)** are located on the ESBD or HHS Enrollment Site (See Section 1.3). | 6 ATTACHMENTS TO THIS OPEN ENROLLMENT  The following Attachments to this **CPA Open Enrollment (Item 1) and Item 2-3)** are located on the ESBD or HHS Enrollment Site (See Section 1.3). **Item 4’s** documents are accessed at the links in Section 6.3 |
| 6. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | References to DFPS Residential Child Care Licensing (RCCL) | References to DFPS Residential Child Care Licensing (RCCL) has been updated to reflect that these areas are overseen by HHS under Child Care Licensing (CCL) and Child Care Regulations (CCR). |
| 7. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section II(D)(4) - Confidential Information | Deleted references to DFPS requiring the Contractor to get prior approval before releasing records. |
| 8. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section VII(I) – Dispute Resolution | Updated with New Physical Address of General Counsel at Brown Heatly. |
| 9. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section VII (L)(7) – Civil Rights | Updated Texas Health and Human Services (HHS) state office headquarters physical location with new North Austin Complex. |
| 10. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section VII(V) - Cybersecurity | Deleted and combined into Information Security Requirements Section VII(W) provision link. |
| 11. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section II(A) of the Vendor Supplemental & Special Conditions (Section 6.3.1) | Moved to from 6.3.1 to 6.3.2 Section VII(V) – Reporting Abuse, Neglect or Exploitation and updated with phone & online reporting options |
| 12. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.2 Section II of the Vendor Supplemental & Special Conditions (Section 6.3.1) and 6.3.2 Section VII(V) – Information Security Requirements | * Updated Section Heading to “INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.” * Updated information link to be compliant with SB 475 statutory requirements. * Relocated Cybersecurity training requirements from 6.3.2 Section VII(V) to 6.3.2 Section VII(W) – Information Security Requirements * Removed from Vendor Supplemental & Special Conditions (Section 6.3.1) |
| 13. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | Section II(D) – Vendor Supplemental & Special Conditions (Section 6.3.1) | Moved to Section 6.3.2 Section VII(X) – Removal of Access |
| 14. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | Added 6.3.2 Section VII(Y) – Business Continuity and Disaster Recovery Plans |
| 15. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | SB 986 – Effective 6/16/21, Added 6.3.2 Section VIII(N) – COVID-19 Vaccine Documentation, to Reflect New Statutory Requirement. |
| 16. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | N/A | SB 986 – Effective 9/1/21, Added 6.3.2 Section VIII(O) – Firearm and Ammunition Industries Discrimination Prohibition, to Reflect New Statutory Requirement. |
| 17. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II(A) - Remedies | Changed to 6.3.1 Section II(B) - Remedies |
| 18. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II(B) - Performance Incentive | Changed to 6.3.1 Section II(C) - Performance Incentive |
| 19. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (C) – Payments Under State Plans Approved Under Title IV-E and TANF | Changed to 6.3.1 Section (F) – Payments Under State Plans Approved Under Title IV-E and TANF |
| 20. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (D) – Background History Checks- Disallowance of Title IV-E | Changed to 6.3.1 Section II (G) – Background History Checks- Disallowance of Title IV-E |
| 21. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (E) - Reporting | Changed to 6.3.1 Section II (H) - Reporting |
| 22. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (F) Cost Report Training | Changed to 6.3.1 Section II (I) Cost Report Training |
| 23. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (G) - Insurance | Changed to 6.3.1 Section II (J) - Insurance |
| 24. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section II (H) – Assessments of Physical Facilities and Operations | Changed to 6.3.1 Section II (K) – Assessments of Physical Facilities and Operations |
| 25. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | 6.3.1 Section (I) – Contract Termination and End of Contract Term | Changed to 6.3.1 Section (L) – Contract Termination and End of Contract Term |
| 26. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | References to DFPS Residential Child Care Licensing (RCCL) | References to DFPS Residential Child Care Licensing (RCCL) has been updated to reflect that these areas are overseen by HHS under Child Care Licensing (CCL) and Child Care Regulations (CCR). |
| 27. | File 3  (Sample Base Contract) | N/A | Provided Section numbers to the Open Enrollment to applicable sections of the Sample Base Contract |
| 28. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | Entire Document | Deleted. Provided links to the documents in File 1 Section 6 |
| **Addendum #9**  **June 9, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | H. L. Whitman, Jr., Commissioner  Enrollment Period Closes: August 31, 2021 | Updated commissioner’s name  Jaime Masters, Commissioner |
| 2. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | Enrollment Period Closes: August 31, 2021 | Updated enrollment period closure date  Enrollment Period Closes: August 31, 2022 |
| 3. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | Email Address: DFPSRESIDENT@DFPS.STATE.TX.US | Updated email address  Email Address: [DFPSRESIDENT@DFPS.TEXAS.GOV](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) |
| 4. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | **NOTE FOR REGION 8b** - As of August 2019, DFPS is in the procurement process for a SSCC that would serve the Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties). | Updated procurement status for Region 8b  **NOTE FOR REGION 8b** - On April 1, 2021, DFPS awarded a Community-Based Care contract in Region 8b to BELONG, a division of SJRC Texas that will serve the Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties). |
|  | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | Email Address: DFPSRESIDENT@DFPS.STATE.TX.US | Updated email address  Email Address: DFPSRESIDENT@DFPS.TEXAS.GOV |
| **Addendum #8**  **August 31, 2020** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agency Residential Child-Care Services) | Comply with the Insurance Requirements (See II (K) in Section 6.3.1).  Unless Applicant has taken action to withdraw the Application for this Open Enrollment, an Application will be considered unresponsive and will not be considered further when any of the following occurs. | Section 1.5.4 Updated Sections referenced  Comply with the Insurance Requirements (See II (J) in Section 6.3.1 and I (H) in Section 6.3.2).  Section 5.2 Enhanced language of 2nd paragraph  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. |
| 2. | File 2  (CPA Open Enrollment Application, Attachments and Required Forms) | Review Section 1.5.4 of this Open Enrollment, II (J) of Section 6.3.1 and indicate in the table below if requirements are met. | Section III Updated Sections referenced  Review Section 1.5.4 of this Open Enrollment, II (J) of Section 6.3.1, and I (H) of Section 6.3.2 and indicate in the table below if requirements are met. |
| 3. | File 3  (Sample Base Contract) | September 2019 | Updated the date in header to November, 2019  Added Section D and re-lettered subsequent Sections  D. All work and services provided under this Contract must be in accordance with all state and federal laws, rules and regulations. |
| 4. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for CPA | September 2019  C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION  H. REMEDIES  I. PERFORMANCE INCENTIVE  A. PAYMENTS UNDER STATE PLANS UNDER TITLE IV-E AND TANF  B. BACKGROUND HISTORY CHECKS – DISALLOWANCE OF TITLE IV-E FUNDS  F. REPORTING  G. COST REPORT TRAINING | Updated the date in header to November, 2019  Moved Section C to become Section A for emphasis   1. REPORTING ABUSE, NEGLECT, OR EXPLOITATION   Moved Section H to become Section B for emphasis  B. REMEDIES  Moved Section I to become Section C for emphasis  C. PERFORMANCE INCENTIVE  Moved former Sections A and B to become Sections F and G  F. PAYMENTS UNDER STATE PLANS UNDER TITLE IV-E AND TANF  G. BACKGROUND HISTORY CHECKS – DISALLOWANCE OF TITLE IV-E FUNDS  Moved former Sections F and G to become Sections H and I  H. REPORTING  I. COST REPORT TRAINING  Section B.6.(e) REMEDIES. Added Section e.  e. Continuous 24-Hour Awake Supervision Compliance. Beginning September 1, 2020, DFPS will assess liquidated damages when the Contractor fails to provide continuous 24-hour awake supervision to children consistent with requirements described in this Contract all its incorporated documents, including, but not limited to, Section 1115 Continuous 24-Hour Awake Supervision of the 24-Hour Residential Child Care Requirements. Liquidated damages are found in Appendix V. 24-Hour Awake Supervision Progressive Intervention and Liquidated Damages of the 24-Hour Residential Child Care Requirements. |
| 5. | File 4 (CPA Open Enrollment Contract Documents File) 6.3.2 Texas DFPS Vendor Uniform Terms & Conditions | Contractor will also fully cooperate with DFPS in investigating, mitigating to the extent practicable and issuing notifications directed by DFPS in the manner determined by DFPS.  In the event the Contractor receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Contractor can release, they will provide DFPS with written notice of this request or demand within two business of receiving it.   1. NOTICE.   Except as otherwise required by this Contract, written notice will be:   1. By hand delivery or United States Mail, certified, return receipt requested or by nationally recognized courier service to the other Party’s assigned Contract Manager; and 2. Effective on receipt by the Party. 3. Contractor will defend, indemnify and hold harmless the State of Texas and its Officers and employees, and DFPS and its officers and employees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including attorneys’ fees and court costs, arising out of or resulting from: 4. Contractor’s performance under the Contract, including any negligent acts or omissions of Contractor, or any agent, employee, subcontractor, or supplier of the Contractor, or any third party under the control or supervision of the Contractor, in the execution or performance of this Contract; 5. Any breach or violation of a statute, ordinance, governmental regulation, standard or rule of Contract by the Contractor or any agent, employee, subcontractor, or supplier of the Contractor, or any third party under the control or supervision of the Contractor, in the execution or performance of this contract; 6. Employment or alleged employment discrimination, including claims of discrimination against Contractor, its officers, or its agents; or 7. Work under this Contract that infringes or misappropriates any right of any third person or entity based on copyright, patent, trade secret, or other intellectual property rights. 8. Nothing in this Contract will be construed as a waiver of DFPS’ sovereign immunity.   Contractor will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS, which will be withheld or granted at the sole discretion of DFPS. Except where otherwise agreed in writing by DFPS, assignment will not release Contractor from its obligations under the Contract.  Contractor agrees that DFPS will, in one or more transactions, assign, pledge, or transfer the Contract. This assignment will only be made to another state agency or a non-state agency that is contracted to perform work for DFPS.  Contractor will publish, at its sole expense, results of Contractor performance under the Contract with DFPS’s prior review and written approval, which DFPS will withhold at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from DFPS and any Federal agency as appropriate.  Under Texas Government Code §2155.006 and 2261.053 (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate.  Contractor will comply with Texas Government Code §2155.4441 (preference for purchase of products produced in the State of Texas).  If the Contractor is a “Company” under Texas Government Code §808.001, at the time of executing this Contract, that it is not boycotting Israel and will not boycott Israel during the term of this Contract.  Under Texas Government Code §2155.0061, Contractor affirms that during the five-year period preceding the date of this Contract, that they have not been convicted of any offense related to the direct support or promotion of human trafficking. | Section II.D.(2) Enhanced language in 2nd sentence  Contractor will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.  Section II.D.(4) Corrected missing word “days”  In the event the Contractor receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Contractor can release, they will provide DFPS with written notice of this request or demand within two business days of receiving it.  Section II.E. Added Section  E. PUBLIC INFORMATION ACT.  1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.  2. In accordance with Section 2252.907 of the Texas Government Code, the Contractor is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to DFPS.  Section IV. A. NOTICE Was removed, and subsequent Section B was re-lettered to A  Section VII. B. INDEMNITY. Section was capitalized for emphasis   1. CONTRACTOR WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEY’S FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM: 2. CONTRACTOR’S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; 3. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OF CONTRACT BY THE CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; 4. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR 5. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS. 6. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS’ SOVEREIGN IMMUNITY.   Section VII. B. (3) Section was added   1. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.   Section VII. D. ASSIGNMENTS. Language was enhanced  Contractor will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.  Contractor agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.  Section VII. I. DISPUTE RESOLUTION. Details have been added after the first sentence  The Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute arising under this Contract. Contractor’s Notice of Claim of Breach of Contract is delivered to their assigned DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.  **Office General Counsel**  **Physical Address**  701 W. 51st Street  Austin, TX 78751  **Mailing Address**  P.O. Box 149030  Austin, TX 78714-9030  Mail Code: E611  Section VII. R. PUBLICITY. Language of the 2nd paragraph has been enhanced  Contractor will publish, at its sole expense, results of Contractor performance under the Contract with DFPS’s prior review and written approval, which DFPS will withhold at its sole discretion. Contractor will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal agency, as applicable.  Section VII. V. CYBERSECURITY TRAINING. Section has been added  If applicable to this Contract, and as directed by DFPS, the Contractor will comply with Texas Government Code Section 2054.5192 and complete this Section’s Cybersecurity Training requirements. Contractor must submit verification of completion and compliance with this Section to DFPS.  Section VIII.B. Language has been enhanced  Under Texas Government Code §2055.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and 2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate.  Section VIII.I. Language has been enhanced  If this Contract is for services, the Contractor will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Agreements with federal funding that further prohibits the use of geographic preferences.  Section VIII.K. Language has been enhanced  If the Contractor is a “Company” under Texas Government Code §808.001, at the time of executing this Contract, the Contractor is verifying that it is not boycotting Israel and will not boycott Israel during the term of this Contract.  Section VIII.L. Language has been enhanced  Under Texas Government Code §2155.0061, Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this contract may be terminated and payment withheld if it is found that during the five-year period preceding the date of this Contract, that the Contractor has been convicted of any offense related to the direct support or promotion of human trafficking.  Section VIII.M. Section added  Under Texas Government Code §2252.152, the Contractors warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.  Section VIII.N. Section added  The requirements of Texas Government Code 552, Subchapter J may apply to this Contract and the Contractor agrees that this Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of this Subchapter. |
| **Addendum #7**  **January 1, 2020** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: Child Placing Agencies) Section 2.10 Subcontractors | Contractor is required to submit 2033-RCC annually. | Updated hyperlink to correct link to form 2033-RCC. |
| 2. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Section IV Applicant’s Organization | 8. If you propose to provide services to any population of Children listed in Sections 2.2.7 or 2.2.8 of the Open Enrollment; | 8. If you propose to provide services to any population of Children listed in Sections 2.2.6 or 2.2.7 of the Open Enrollment; |
| 3. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Required Forms | 01-Form 2031 Signature Authority Designation | Updated hyperlink to correct link to form 2031. |
| 4. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Required Forms | 03- 2971c Request for Criminal History and DFPS History Check | Updated hyperlink to correct link to form 2971c |
| 5. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Required Forms | 04- Form AP-152 Application for Texas Identification Number | Removed embedded PDF and added hyperlink to Form AP-152 |
| 6. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Required Forms | 06-Form 9007RCC Internal Control Structure Questionnaire (ICSQ) | Updated hyperlink to correct link to form 9007RCC. |
| 7. | File 2 (CPA Open Enrollment Application, Attachments and Required Forms) Required Forms | Required Forms | Renumbered attachments to the ICSQ listed under the required forms to make consistent with the newest version of the ICSQ. |
| 8. | File 3 (CPA Sample Base contract) IV. Statement of Work | Section IV. Statement of Work | Item D. Added  D. All services and work provided under this Contract must be in accordance with all state and federal laws, rules and regulations. |
| 9. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Supplemental, Special & Programmatic Conditions | Section II. H. 6. c. Remedies for Emergency Behavior Intervention  c. Emergency Behavior Intervention (EBI) Training. DFPS will assess liquidated damages when the Contractor fails to comply with EBI training requirements.  i. Compliance Requirements are at 26 TAC §§749.863, 749.901 and 749.903. | Section II. H. 6. c. Remedies for Emergency Behavior Intervention, added in additional references  c. Emergency Behavior Intervention (EBI) Training. DFPS will assess liquidated damages when the Contractor fails to comply with EBI training requirements.  i. Compliance Requirements are at 26 TAC §§749.863, 749.901 749.903, 749.931 and 749.947 and are expanded on in Section 4721 in the 24-Hour RCC Requirements. |
| 10. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Uniform Terms and Conditions, Section VII, B. Indemnity | Vendor Uniform Terms and Conditions, Section VII, B. Indemnity | Item number 3 added  If DFPS is named defendant in any suit involving this contract, the defense will be coordinated by the contractor with the office of the Texas Attorney General. Contractor may not agree to any settlement regarding suits involving this contract if DFPS is a named defendant without first obtaining the concurrence of the Texas Attorney General. |
| 11. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Uniform Terms and Conditions, Section VII, D. | Vendor Uniform Terms and Conditions, Section VII, D. Assignments  Contractor will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS, which will be withheld or granted at the sole discretion of DFPS. Except where otherwise agreed in writing by DFPS, assignment will not release Contractor from its obligations under the Contract.  Contractor agrees that DFPS will, in one or more transactions, assign, pledge, or transfer the Contract. This assignment will only be made to another state agency or a non-state agency that is contracted to perform work for DFPS. | Vendor Uniform Terms and Conditions, Section VII, D. Assignments language revised  Contractor will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS,. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.  Contractor agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this contract. |
| 12. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Uniform Terms and Conditions, Section VII | Vendor Uniform Terms and Conditions, Section VII | Vendor Uniform Terms and Conditions, Section VII, V. Cybersecurity Training subsection added.  If applicable to this Contract, and as directed by DFPS, the Contractor will comply with Texas Government Code Section §2054.5192 and complete this Section’s Cybersecurity Training requirements. Contractor must submit verification of completion and compliance with this Section to DFPS. |
| 13. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Uniform Terms and Conditions, Section VIII, B | Vendor Uniform Terms and Conditions, Section VII, Subsection B   1. UB. Under Texas Government Code §2155.006 and §2261.053 (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate. | Vendor Uniform Terms and Conditions, Section VII, Subsection B language revised  B. Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Contractor acknowledges that it is not ineligible to receive this Contract and this Contract will be terminated and payment withheld if this certification is found to be inaccurate. |
| 14. | File 4 (CPA Open Enrollment Contract Documents File) Vendor Uniform Terms and Conditions, Section VIII | Vendor Uniform Terms and Conditions, Section VII, Certifications and Affirmations | Vendor Uniform Terms and Conditions, Section VII, Certifications and Affirmations, Subsection M added   1. UM. Under Texas Government Code §2252.152, the Contractor warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. |
| **Addendum #6**  **September 1, 2019** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.2 Point of Contact | Unless instructed otherwise by the Point of Contact, all inquiries concerning this Open Enrollment and potential Applicants must direct all communications to this Point of Contact.  Procurement Project Manager: Kimberly Henry  Email Address: DFPSRESIDENT@DFPS.STATE.TX.US | 1.2 Updated Point of Contact  Unless instructed otherwise by the Point of Contact, all inquiries concerning this Open Enrollment and potential Applicants must direct all communications to this Point of Contact.  Email Address: DFPSRESIDENT@DFPS.STATE.TX.US |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.3.1  Open Enrollment ESBD and HHS Posting Amendments and Announcements | 1.3.1 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 Electronic State Business Daily (ESBD) and HHS Enrollment site at :  ESBD; or  HHS Enrollment | 1.3.1 Clarified location  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) and on the HHS Business and Contracting Opportunities’ Open Enrollment site at :  ESBD; or  HHS Enrollment |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.4.5 Additional Information for Prospective Applicants | * 1. <http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp>   2. <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/comparison.asp>   3. <http://www.dfps.state.tx.us/Doing_Business/Contract_Handbook/Chapter_7/7-11-03-travel.asp> | 1.4.5 Updated links   1. <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/default.asp> 2. <https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/24-hour-residential-child-care-provider/become-a-24-hour-residential-provider> 3. <http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/comparison.asp> 4. <http://www.dfps.state.tx.us/Doing_Business/Contract_Handbook/Chapter_7/7-11-03-travel.asp> |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.5.2 Eligible Applicants | 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/>. | 1.5.2 Updated link  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> |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.5.3 Eligible Applicants | For contact information about the Applicant’s office in their Service Delivery Area at <http://www.dfps.state.tx.us/child_care/Local_Child_Care_Licensing_Offices/default.asp> | 1.5.3.b. (3) Updated link  For contact information about the Applicant’s office in their Service Delivery Area at <https://hhs.texas.gov/services/safety/child-care/contact-child-care-licensing> |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  1.5.5 Eligible Applicants | Must have reasonable financial stability and solvency to provide services as required by this Contract (See Sections 2 and 6.1). | 1.5.5 Removed references  Must have reasonable financial stability and solvency to provide services as required by this Contract. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.6.2 In-State Applicants Service Delivery Areas- DFPS Regions | A map of all DFPS regions may be accessed at <http://www.dfps.state.tx.us/contact_us/counties.asp?r=all>. | 1.6.2 Updated link  A map of all DFPS regions may be accessed at <https://www.dfps.state.tx.us/Contact_Us/regional_map.asp> |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  1.6.3 DFPS Community Based Care (Formerly Foster Care Redesign) | 1.6.3 DFPS Community Based Care (Formerly Foster Redesign) As required by the 85th Legislative Session, Senate Bill 11 that is now codified in Texas Family Code § 264 Subchapter B-1, DFPS has commenced implementation of a community-based model, Community Based Care, 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 catchment area. DFPS has implemented contracts for Community Based Care (CBC) in the following areas:   1. As of August 2018, DFPS is in the procurement process for a SSCC that would serve Region 1 catchment area (Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler and Yoakum counties.) 2. As of August 2018, DFPS is in the procurement process for a SSCC that would serve the Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties.) 3. Region 3b catchment area (Tarrant, Palo Pinto, Parker, Johnson, Hood, Somervell and Erath counties) should contact [Our Community Our Kids](http://www.ourcommunity-ourkids.org/), a division of [ACH Child and Family Services](https://achservices.org/). 4. Region 2 catchment area (Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Mitchel, Montague, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, and Young counties) should contact [2INgage](https://www.2ingage.org/), a division of [Texas Family Initiative LLC](https://texasfamilyinitiative.org/). CBC will be implemented through 2INgage and its community partner [New Horizons Ranch and Center Inc.](http://www.newhorizonsinc.com/) 5. Region 8a catchment area (Bexar County) should contact [Family Tapestry](https://www.familytapestry.org/?utm_source=childrens-shelter-home-page&utm_medium=website), a division of [The Children's Shelter](https://www.childrensshelter.org/). 6. **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 Areas.  If a provider has developed capacity only in CBC catchment areas, DFPS encourages such providers to approach the designated SSCC for their area.  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 designated CBC catchment areas. | 1.6.3 Updated language to reflect current status of CBC DFPS Community Based Care (Formerly Foster Redesign) As required by the 85th Legislative Session, Senate Bill 11 that is now codified in Texas Family Code Chapter 264 (B-1), DFPS has commenced implementation of a community-based model, Community Based Care, 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 catchment area. DFPS has implemented contracts for Community Based Care (CBC) in the following catchment areas.   1. **Region 1** (Armstrong, Bailey, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Crosby, Dallam, Deaf Smith, Dickens, Donley, Floyd, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Sherman, Swisher, Terry, Wheeler and Yoakum counties) should contact [Saint Francis Ministries](https://saintfrancisministries.org/texas/). 2. **Region 2** (Archer, Baylor, Brown, Callahan, Clay, Coleman, Comanche, Cottle, Eastland, Fisher, Foard, Hardeman, Haskell, Jack, Jones, Kent, Knox, Mitchel, Montague, Nolan, Runnels, Scurry, Shackelford, Stephens, Stonewall, Taylor, Throckmorton, Wichita, Wilbarger, and Young counties) should contact [2INgage](https://www.2ingage.org/), a division of [Texas Family Initiative LLC](https://texasfamilyinitiative.org/). CBC will be implemented through 2INgage and its community partner [New Horizons Ranch and Center Inc.](http://www.newhorizonsinc.com/) 3. **Region 3b** (Tarrant, Palo Pinto, Parker, Johnson, Hood, Somervell and Erath counties) should contact [Our Community Our Kids](http://www.ourcommunity-ourkids.org/), a division of [ACH Child and Family Services](https://achservices.org/). 4. **Region 8a** (Bexar County) should contact [Family Tapestry](https://www.familytapestry.org/?utm_source=childrens-shelter-home-page&utm_medium=website), a division of [The Children's Shelter](https://www.childrensshelter.org/).   **NOTE FOR REGION 8b** - As of August 2019, DFPS is in the procurement process for a SSCC that would serve the Region 8b catchment area (Atascosa, Bandera, Calhoun, Comal, De Witt, Dimmit, Edwards, Frio, Gillespie, Goliad, Gonzales, Guadalupe, Jackson, Karnes, Kendall, Kerr, Kinney, La Salle, Lavaca, Maverick, Medina, Real, Uvalde, Val Verde, Victoria, Wilson, Zavala counties.)  **NOTE ON 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 areas (see above listing.  If a provider has developed capacity only in CBC catchment areas, DFPS encourages such providers to approach the designated SSCC for their area as provided above.  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. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  1.8.3 | 1.8.3 The Applicant does not execute and return the CPA Sample Base Contract in Section 6.2. DFPS will determine the length of the Contract’s term. | 1.8.3 Deleted first sentence and moved to 1.8.4  DFPS will determine the length of the Contract’s term. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  1.8.4 | 1.8.4 If the Applicant executes a CPA Contract with DFPS, they agree to comply with terms of this Open Enrollment as it is posted on the ESBD or HHS Enrollment site and any updates to it (See Section 1.3). Furthermore, the Applicant is responsible for periodically reviewing the ESBD or HHS Enrollment site to ensure compliance with any updates to this Open Enrollment (See Section 1.3). | 1.8.4 Deleted and replaced with language taken from 1.8.3  The Applicant does not execute and return the CPA Sample Base Contract in Section 6.2. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 1.11 Texas Public Information Act | 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>  <http://www.oag.state.tx.us/open/index.shtml>  Public Information Handbook:  <https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf> | 1.11 Updated links  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>  <https://www.texasattorneygeneral.gov/open-government/office-attorney-general-and-public-information-act>  Public Information Handbook:  <https://www.texasattorneygeneral.gov/sites/default/files/2018-06/PIA_handbook_2018_0.pdf> |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  Section 2.2.1 Contract Requirements | The Contractor will provide all services in a manner that safeguards the health, welfare and safety of Children in the least restrictive setting possible and in accordance with the following.  24 Hour Residential Child Care Requirements (Requirements) at  <http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp>. Out-of-State Contractors will comply with the requirements in Section (III) (B) in 6.3.1.  RCCL Minimum Standards for CPAs at <http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp>. Out-of-State Contractors will comply with their equivalent state licensing authority. | 2.2.1 Updated links  The Contractor will provide all services in a manner that safeguards the health, welfare and safety of Children in the least restrictive setting possible and in accordance with the following.  24 Hour Residential Child Care Requirements (Requirements) at <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/default.asp>.  Out-of-State Contractors will comply with the requirements in Section (III) (B) in 6.3.1.  RCCL Minimum Standards for CPAs at<https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/minimum-standards> Out-of-State Contractors will comply with their equivalent state licensing authority. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  2.2.8 Contract Requirements | 2.2.8 If a Contractor is authorized to provide Intensive Foster Family Care Services, Attachment G will be included as part of their Contract, which includes Foster Home Eligibility Requirements and Population Characteristics. | 2.2.8 Deleted reference to Attachment G and replaced with reference to 6.3.1  If a Contractor is authorized to provide Intensive Foster Family Care Services, then their requirements are in III (B) in Section 6.3.1, which includes Foster Home Eligibility Requirements and Population Characteristics. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  2.3.1 Service Level Monitor and Rates | 2.3.1 DFPS periodically determines Service Level unit rates (daily rates) in accordance with its Cost-finding Methodology. The daily rates in effect at the time of this Open Enrollment release are in Subsection 3.3. If DFPS implements a change in the Service Level rates, the DFPS will change those minimum dollar amounts in the Requirements. | 2.3.1 Deleted duplicative language  DFPS periodically determines Service Level unit rates (daily rates) in accordance with its Cost-finding Methodology. Rates are detailed in Section 3.3. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  2.10 Subcontractors | Subsection 2.10 has been added. | 2.10 Subsection added  **Subcontractors**  In addition to complying with VII (T) of Section 6.3.2, andregardless if the Contractor uses subcontractors to provide direct delivery and management services under this Contract, the Contractor is required to submit form [2033-RCC](http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?NAME=2033aRCC.doc) annually.  If Subcontractors are used, then the Contractor will list all of them. If no subcontractors are used, then the Contractor will indicate such. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  3.3 Fee Schedule | Daily Rate Paid to Child-Placing Agencies | 3.3 Updated Table to include new daily rates |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  3.4.1 Sequestration Impact | 3.4.1 Sequestration Impact  Sequestration refers to the automatic spending cuts that are required under the 2011 Budget Control Act. This law required $1.2 trillion in automatic cuts to mandatory and discretionary programs to begin in 2013 if Congress failed to pass legislation that would reduce the nation’s deficit by at least $1.5 trillion during the next decade. The failure of Congress to pass any deficit reduction legislation has triggered the automatic cuts required under sequestration.  These across-the-board cuts began January 2, 2013, and continue for the next ten years. The cuts must be split equally between security and non-security programs, according to the Budget Control Act. DFPS has determined that this Open Enrollment has the potential to be impacted by these budget cuts. | Moved to Section 1.10 of the Open Enrollment. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  5.5.2 Readiness Assessment | 5.5.2 The Readiness Assessment 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, RCCL Minimum Standards and Section 6.1. | 5.5.2 Removed reference to Section 6.1  The Readiness Assessment 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, RCCL Minimum Standards and this Open Enrollment. |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies)  6.3 CPA Open Enrollment Contract Documents | 6.3 CPA Open Enrollment Contract Documents File (Item 4)  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA  6.3.2 DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for CPA  6.3.4 Attachment E – Residential Child Care Services Fiscal and Programmatic Provisional Conditions Sample (If applicable to Contractor)  6.3.5 Attachment G Intensive Foster Family Care Services (If applicable to Contractor)  6.3.6 Attachment H Specific Provisions to Regions 2 and 9 (If applicable to Contractor) | 6.3 Deleted Attachments E and G  Language formally known as Attachment H moved to 6.3.1 Special, Supplemental and Programmatic Conditions.  CPA Open Enrollment Contract Documents File (Item 4)  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for CPA  6.3.2 DFPS Uniform Terms and Conditions  6.3.31 Residential Child Care Services Performance Measures for CPA |
|  | File 2  (CPA Open Enrollment Application, Attachments and Required Forms)  Section II Service Area |  | 1. Revised language to refer to Open Enrollment for Regions 1, 2, 3b and 8a   \* FOR REGIONS 1, 2, 3b & 8a **-** 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 Section 1.6.3 of the Open Enrollment for specific information on CBC catchment areas and if applicable, the counties that are part of a CBC catchment areas).  FOR REGIONS 3A AND 8B **-** indicate in the tables below which counties you will provide services in. |
|  | File 2  (CPA Open Enrollment Application, Attachments and Required Forms)  Section III Insurance | Section III – INSURANCE  Commercial Crime Insurance or equivalent insurance with 3rd Party endorsement & Employee Dishonesty endorsement:  Commercial General Liability or equivalent insurance:  Professional Liability Insurance or equivalent insurance if Operation intends to employ staff to provide professional services:  If "No" is checked for any insurance named above, Contractor must submit insurance coverage documentation with the signed contract. DFPS will not execute a Contract if this documentation is not provided or is found to not meet the insurance requirements.  If “Yes” is checked for any insurance named above, Contractor must submit insurance coverage documentation with the signed contract. | Section III – INSURANCE added Business Automobile insurance and revised language.  Commercial General Liability or equivalent insurance:  Professional Liability Insurance or equivalent insurance if Operation intends to employ staff to provide professional services:  Commercial Crime Insurance or equivalent insurance with 3rd Party endorsement & Employee Dishonesty endorsement:  Business Automobile Liability (Owned & Hired Endorsements and Non-owned Auto):  If "No" is checked for any insurance named above, Contractor must submit insurance coverage documentation with the signed contract. DFPS will not execute a Contract if this documentation is not provided or is found to not meet the insurance requirements.  If “Yes” is checked for any insurance named above, Contractor must submit insurance coverage documentation prior to contract execution. |
|  | File 2  (CPA Open Enrollment Application, Attachments and Required Forms)  Section IV 21. Financial Capacity | 21. Financial Capacity  FINANCIAL CAPACITY:  21. An Applicant must supply the following evidence of financial stability sufficient to demonstrate reasonable stability and solvency appropriate to the requirements of this Open Enrollment. If the Applicant's Operation or its parent organization has been in operation for one or more years, it must submit current financial statements on the accrual basis of accounting and reports for itself and the parent organization (if Operation has a parent organization) and:A Balance sheet;Statement of income and expense;Statement of changes in financial position;Cash flows;Capital expenditures;Annual Audit (if available)Documentation of two months of operating costs. Operating costs are calculated by taking the applicant’s total 12 month budget and divide by four. NOTE:  Personal financial statements will not be accepted for any entity other than a sole proprietor. Applicants whose Operation or its parent organization has not been in operation or has been in operation for less than one year, must submit the following for the Applicant and its parent organization:A 12-month projected budget of income and expenses; andDocumentation of reserve funds or available credit at least equal to operating costs for two months of operation.As applicable, Applicants must submit annual Internal Revenue Service (IRS) reporting Forms 990; 1065; 1120; 1040C; 940; and 941.If any change impacted the Applicant's ownership has occurred in the last 12 months prior to Application submission or is anticipated during the 12 months following submission, the Applicant must describe these circumstances and when the change occurred or is likely to occur.  * + 1. Identify the annual Internal Revenue Service (IRS) reporting forms your operation has:  1. Form 990   Yes  No   1. Form 1065   Yes  No   1. Form 1120   Yes  No   1. Form 1040C   Yes  No   1. Form 940   Yes  No   1. Form 941   Yes  No  If you answer “Yes”, submit a copy of that annual Internal Revenue Service (IRS) reporting form. | 21. Deleted Financial Capacity language and replaced with requirement to submit Internal Control Structure Questionnaire.  An Applicant must submit Form 9077RCC Internal Control Structure Questionnaire (ICSQ) and all applicable attachments (Appendix A File Folder 3) to confirm accounting systems and procedures in in place that support fiscal responsibility. |
|  | File 2  (CPA Open Enrollment Application, Attachments and Required Forms)  Appendix A- File Folder 2: Attachments |  | Appendix A- File Folder 2: Attachments  Deleted required attachments related to financial capacity. |
|  | File 3  (Sample Base Contract)  III. Contract Term | III. CONTRACT TERM.  This Contract starts on XXXX and ends on XXXX. | III. Added language to allow for renewals, extensions or terminations.  III. CONTRACT TERM.  This Contract starts on click here to select contract start date and ends on click here to select contract end date, and can be renewed, extended or terminated as provided for in this Contract. |
|  | File 3  (Sample Base Contract)  IV. Statement of Work | IV. STATEMENT OF WORK.  A. The Contractor will provide <Choose Applicable - Basic, Moderate, Specialized, Intense> Level services (Contract) in accordance with:  1. Fee Schedule in CPA Open Enrollment HHS0000088 (Open Enrollment);  2. Contract Documents File that is posted on the Electronic State Business Daily (ESBD) at http://www.txsmartbuy.com/sp and the HHS Enrollment site at https://apps.hhs.texas.gov/pcs/openenrollment.cfm;  3. [DELETE IF NOT APPLICABLE] Attachment E, which is attached and incorporated as part of this Contract;  4. [DELETE IF NOT APPLICABLE] Attachment G that is posted in the Contracts Documents File as 6.3.5; and  5. [DELETE IF NOT APPLICABLE] Attachment H that is posted in the Contract Documents File as 6.3.6.  B. The Contractor agrees to comply with terms of the Open Enrollment and Contract Documents 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.  C. The Contractor is responsible for periodically checking ESBD and the HHS Enrollment site, or any successor to these sites, to ensure compliance with any updates to the Open Enrollment and Contract Documents File. | IV. STATEMENT OF WORK. Revised language.  A. In DFPS Region click here to enter Region(s), the Contractor will provide Choose Applicable- Basic, Moderate, Specialized, Intense Level CPA services (Contract) [DELETE IF NOT APPLICABLE- with the addition of  ☒ Child Care Services  ☒ Treatment Services for Children with Emotional Disorders  ☒ Treatment Services for Children with Intellectual Developmental Disorder  ☒ Treatment Services for Children with Pervasive Developmental Disorders  ☒ Treatment Services for Children with Primary Medical Needs  ☒ Transitional Living Program  ☒ Assessment Services  ☒ Intermittent Alternate Care services,] in accordance with:  1. Fee Schedule in CPA Open Enrollment HHS0000088 (Open Enrollment);  2. Contract Documents File that is posted on the Electronic State Business Daily (ESBD) at http://www.txsmartbuy.com/sp and the HHS Enrollment site at https://apps.hhs.texas.gov/pcs/openenrollment.cfm;  3. [DELETE #3 IF NOT APPLICABLE] Section III (B) - Intensive Foster Family Care Services in Section 6.3.1; and  4. [DELETE #4 IF NOT APPLICABLE] Section III (C) - Specific Provisions to Regions 2 and 9 in Section 6.3.1.  B. The Contractor agrees to comply with terms of the Open Enrollment and Contract Documents 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.  C. The Contractor is responsible for periodically checking ESBD and the HHS Enrollment site, or any successor to these sites, to ensure compliance with any updates to the Open Enrollment and Contract Documents File.  D. [DELETE D. IF NOT APPLICABLE] The Contractor agrees to comply with the following Fiscal Provisional Conditions:  1.  E. [DELETE E. IF NOT APPLICABLE] The Contractor agrees to comply with the following Programmatic Provisional Conditions:  1. |
|  | File 3  (Sample Base Contract)  VI. Legal Notices | VI. LEGAL NOTICES  Notice will be given to the following as provided in the Uniform Terms and Conditions.  A. DFPS  Audrey Carmical  General Counsel  P. O. Box 149030 MC E611  Austin, TX 78714-9030  Audrey.Carmical@dfps.state.tx.us  B. CONTRACTOR  Name: XXXX  Title: XXXX  Address: XXXX  Phone: XXXX | Deleted Legal Notices section. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  Section II. D | D. SUBCONTRACTING  1. Contractor will be responsible to DFPS for any subcontractor performance under this Contract. Subcontractor providing services under the Contract will meet the same requirements and level of experience as required of Contractor.  2. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided.  3. If the Contractor is planning to subcontract all, or a portion, of the work to be performed it will identify the proposed subcontractors.  4. Regardless if subcontractors will be used, the Contractor is required to submit 2033-RCC annually listing all subcontractor for Direct Service Delivery and Management Services or if none are used, indicated such on the form.  5. Subcontracting will be solely at Contractor’s expense.  6. DFPS retains the right to check subcontractor’s background and approve or reject the use of submitted subcontractor.  7. Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all DFPS inquiries.  8. Contractor will include a term in all proposed subcontracts that incorporates this Contract by reference and binds subcontractors to all the requirements, terms, and conditions of this Contract related to the service being provided by the Contractor, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor.  9. Payments to subcontractors will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).  10. The Contractor cannot enter into subcontracts for Case Management Services. | SUBCONTRACTING moved to 6.2.2 Uniform Terms and Conditions and the Open Enrollment. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  Section II. E. | E. INFORMATION SECURITY REQUIREMENTS  Contractor must comply with the following:  1. The DFPS IT Security Policy located at: https://www.dfps.state.tx.us/Doing\_Business/documents/Contractor\_Information\_Security.pdf. Upon reasonable notice, Contractor must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:  a. Contractor information security policies, procedures, standards, guidelines;  b. Contractor security violation reports;  c. Contractor employee security acknowledgement agreements; and  d. Lists of Contractor’s employees, subcontractors, and agents with authorized access to DFPS confidential information.  2. The information in Subsection 2 above is subject to DFPS’ review and approval. Neither DFPS’ review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Contractor’s obligations under this Contract.  3. Contractor will provide, and will cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:  a. The American Institute of Certified Public Accountants’ Statement on Standards of Attestation Engagements 18 (“SSAE 18”) or similar subsequent report;  b. General Security Controls Audit;  c. Application Controls Audit;  d. Vulnerability Assessment; and  e. Network/Systems Penetration Test. | D. INFORMATION SECURITY REQUIREMENTS.  Contractor must comply with: http://www.dfps.state.tx.us/Doing\_Business/documents/Contractor\_Data\_and\_System\_Security\_Requirements.pdf and agrees to periodically check for any updates made to this document and comply with any updates made to these requirements. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  Section II. H | H. REMEDIES  6. Financial Remedies. DFPS reserves the right to implement fiscal remedies based on monitoring or audit findings related to violations of Contract requirements including recovery of all actual damages DFPS accrues as a result of Contractor's noncompliance.  7. Liquidated Damages. Effective March 1, 2019, Contractor agrees that DFPS may recover liquidated damages as provided below:  a. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Checkup (also known as Texas Health Steps Checkup).  As required by Texas Human Resources Code §42.0432(b), DFPS will assess liquidated damages when the Contractor fails to ensure that EPSDT checkups are completed.  i. Compliance Requirements are at 26 TAC § 749.1151.  ii. Liquidated damages will be assessed when the child is new to care with DFPS and this child has been in the Contractor’s care 30 days within 90 days of the child’s removal.  iii. $100 for each instance of non-compliance up to and including the 10th instance.  iv. $150 for each instance of non-compliance after the 10th instance.  b. Trauma Informed Care (TIC) Training. DFPS will assess liquidated damages when the Contractor fails to comply with TIC Training.  i. Compliance Requirements are at Sections 5500 - 5540 in the Requirements.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  c. Emergency Behavior Intervention (EBI) Training. DFPS will assess liquidated damages when the Contractor fails to comply with EBI training requirements.  i. Compliance Requirements are at 26 TAC §§749.863, 749.901 and 749.903.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  d. Background History Check Compliance. DFPS will assess liquidated damages when the Contractor fails to comply with Background History Check requirements.  i. Compliance Requirements are Section VII (C) of the DFPS Vendor Uniform Terms and Conditions, Subchapter F in 40 TAC 745, and Section 2.8 of the Open Enrollment.  ii. $250 for each instance of non-compliance up to and including the 10th instance of non-compliance.  iii. $500 for each instance of non-compliance after the 10th instance of non-compliance.  8. Performance Remedy - Safe in Care. Beginning March 1, 2019, and in accordance with Texas Human Resources Code §40.058(f), DFPS will collect financial remedies in instances where Contractor fails to meet the target of 100% for Performance Measure Outcome #1.  a. Compliance Requirements are in:  i. Performance Measure Outcome #1 in Section 6.3.3; and  ii. On an annual basis at the end of each State of Texas fiscal year, DFPS will collect a remedy that equals the percent of DFPS children in Contractor’s care not kept safe (as described in Performance Measure Outcome #1) multiplied by the total amount in contract utilization that DFPS has made to Contractor for the fiscal year. Contract utilization is defined as any payment made under the applicable contract during the months of September through August less the Foster Parent Minimum Reimbursement Funds.  b. If all RTBs associated with the child’s/youth’s safety are subsequently overturned, DFPS will return the collected remedy to the Contractor.  9. Liquidated Damages and Remedies Cap. DFPS will cap all damages and remedies collected under Subsections 7 and 8 of this Section to 10% of the contract utilization amount that DFPS paid to Contractor under this Contract. | H. REMEDIES. Moved Financial Remedies to 6.2.2 Uniform Terms and Conditions; Revised Performance Remedy – Safe in Care.  6. Liquidated Damages. Effective March 1, 2019, Contractor agrees that DFPS may recover liquidated damages as provided below:  a. Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Checkup (also known as Texas Health Steps Checkup). As required by Texas Human Resources Code §42.0432(b), DFPS will assess liquidated damages when the Contractor fails to ensure that EPSDT checkups are completed.  i. Compliance Requirements are at 26 TAC § 749.1151.  ii. Liquidated damages will be assessed when the child is new to care with DFPS and this child has been in the Contractor’s care 30 days within 90 days of the child’s removal.  iii. $100 for each instance of non-compliance up to and including the 10th instance.  iv. $150 for each instance of non-compliance after the 10th instance.  b. Trauma Informed Care (TIC) Training. DFPS will assess liquidated damages when the Contractor fails to comply with TIC Training.  i. Compliance Requirements are at Sections 5500 - 5540 in the Requirements.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  c. Emergency Behavior Intervention (EBI) Training. DFPS will assess liquidated damages when the Contractor fails to comply with EBI training requirements.  i. Compliance Requirements are at 26 TAC §§749.863, 749.901 and 749.903.  ii. $250 for each instance of non-compliance up to and including the 10th instance.  iii. $500 for each instance of non-compliance after the 10th instance.  d. Background History Check Compliance. DFPS will assess liquidated damages when the Contractor fails to comply with Background History Check requirements.  i. Compliance Requirements are Section VII (C) of the DFPS Vendor Uniform Terms and Conditions, Subchapter F in 40 TAC 745, and Section 2.8 of the Open Enrollment.  ii. $250 for each instance of non-compliance up to and including the 10th instance of non-compliance.  iii. $500 for each instance of non-compliance after the 10th instance of non-compliance.  8. Performance Remedy - Safe in Care. Beginning March 1, 2019, and in accordance with Texas Human Resources Code §40.058(f), DFPS will collect financial remedies in instances where Contractor fails to meet the target of 100% for Performance Measure Outcome #1.  a. Compliance Requirements are in Performance Measure Outcome #1 in Section 6.3.3.  b. On an annual basis following the end of each State of Texas fiscal year, DFPS will collect a remedy that equals the percent of DFPS children in Contractor’s care not kept safe (as described in Performance Measure Outcome #1) multiplied by the total amount in contract utilization that DFPS has made to Contractor for the fiscal year. Contract utilization is defined as any payment made under the applicable contract during the months of September through August less the Foster Parent Minimum Reimbursement Funds.  c. If any disposition of RTBs associated with the child’s/youth’s safety are subsequently overturned, DFPS will return the collected remedy to the Contractor for that overturned RTB disposition.  9. Liquidated Damages and Remedies Cap. DFPS will cap all damages and remedies collected under Subsections 6 and 7 above to 10% of the contract utilization amount that DFPS paid to Contractor under this Contract. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  Section II. H | K. INSURANCE.  1. The Contractor will provide insurance as provided below for direct delivery of services under this Contract as provided for  2. The Contractor will obtain a Certificate of Insurance with the coverage in the Coverage Chart at the time of the Contract execution and at such other times as may be specified by the DFPS.  3. When an equivalent insurance coverage is submitted to satisfy the DFPS minimum insurance requirements, the Contractor's insurance representative must submit written verification of the equivalency for the required DFPS minimum insurance coverage. DFPS Certificate of Insurance (Form 4736), is this only accepted form of written verification of insurance equivalency. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and/or limits.  4. The Contractor will immediately provide written notice to DFPS of any material changes to any document submitted under this Subsection; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.  5. The Contractor will provide any required documents under this Subsection without expense or delay to DFPS.  6. The Contractor will purchase coverage with insurance companies or carriers rated for financial purposes “B” or higher whose policies cover risks located in the State. All bonds, policies, and coverage will be maintained during the entire term of the Contract.  7. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and/or limits.  8. If the coverage will be provided through a Self-Insurance Plan (Plan), then the Plan submitted will cover any losses to the same manner as provided for in the more commonly seen insurance policy.  9. Coverage Chart. | K. INSURANCE. Deleted Table and revised language  1. The Contractor will provide DFPS documentation of insurance coverage that meets or exceeds the amount in below and will maintain this insurance coverage and comply with this Section throughout the Contract Term, including any renewals.  a. Commercial General Liability – $1,000,000 per occurrence and $2,000,000 aggregate  b. Professional Liability – $1,000,000 per occurrence and $2,000,000 aggregate  c. Crime Policy (3rd Party Endorsement) – $250,000  d. Business Automobile Liability (Owned & Hired Endorsements and Non-owned Auto) – $1,000,000  2. This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes “B” or higher by A.M. Best, as applicable. This insurance company or equivalent provider must be authorized or licensed to do business in the state where the Contractor is located.  3. The Contractor will obtain a Certificate of Insurance or equivalent documentation (hereinafter referred to as “Insurance Document”) with the types of coverage and limits carried by Contractor that meets the requirements in Subsection 1 and provide this Insurance Document to DFPS prior to or upon Contract execution.  4. If the Contractor’s insurance coverage required by this Section is renewed, no longer current or there is a material change to the Insurance Document, then the Contractor will provide DFPS with a current Insurance Document. Furthermore, the Contractor agrees to provide this Insurance Document to DFPS in a manner that ensures DFPS has a current Insurance Document on file at all times and will provide additional or requested documentation at any time to DFPS.  5. When an equivalent insurance coverage or Self-Insurance Plan is submitted to satisfy the DFPS insurance coverage requirements in Subsection 1, DFPS may request that additional information be provided by Contractor or Contractor's insurance company or equivalent provider.  6. 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.  7. 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. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.2 Vendor Uniform Terms and Conditions | A. RECORDS RETENTION AND ACCESS.  1. Contractor will keep and maintain, under Generally Accepted Accounting Principles (GAAP) or Governmental Accounting Standards Board (GASB), as applicable, accurate and complete records necessary to determine compliance with this Contract and applicable laws. | A. RECORDS RETENTION AND ACCESS.  1. Contractor will keep and maintain, accurate and complete records necessary to determine compliance with this Contract and applicable laws.  2. As applicable to the Contract, Residential Child Care providers will keep and maintain accurate and complete records that follow Generally Accepted Accounting Principles (GAAP) that are applicable to their particular type of organization. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.2 Vendor Uniform Terms and Conditions | D. CONFIDENTIAL INFORMATION | D. CONFIDENTIAL INFORMATION added language  4. In the event the Contractor receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal or other similar legal process, before the Contractor can release, they will provide DFPS with written notice of this request or demand within two business of receiving it. DFPS will provide prompt notice to the Contractor whether they have no objection to the release or they plan to seek a protective order to prevent the release. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.3 Performance Measures | Outcome #1: CHILDREN/YOUTH ARE SAFE IN FOSTER CARE.  The numerator is the number of DFPS Children/Youth reported in the denominator who were Designated Victims in an investigation, for which a disposition of Reason to Believe (RTB) was made, during the reporting period. | Outcome #1: CHILDREN/YOUTH ARE SAFE IN FOSTER CARE.  The numerator is the number of DFPS Children/Youth who were Designated Victims in an investigation, for which a disposition of Reason to Believe (RTB) was made, during the reporting period. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.3 Performance Measures | Outcome #3: CHILDREN/YOUTH EXPERIENCE PLACEMENT STABILITY WHILE IN FOSTER CARE.  Target: Baseline data will be collected during the Contract period to establish future targets.  Methodology:  • Children/Youth in a Contractor's care less than (8) days are excluded from the numerator and denominator  • Youth 18 years or older at the time of placement or at the time of discharge are excluded from the numerator and denominator. | Outcome #3: CHILDREN/YOUTH EXPERIENCE PLACEMENT STABILITY WHILE IN FOSTER CARE.  Target: 79%  Methodology:  • Children/Youth in a Contractor's care less than (8) days are excluded from the numerator and denominator  • Youth 18 years or older at the time of placement or at the time of discharge are excluded from the numerator and denominator.  • Neutral discharge reasons are removed from the numerator and denominator. |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.3 Performance Measures | Outcome #4: YOUTH ARE PREPARED FOR ADULTHOOD  Target: 50%  Incentive: 70% | Outcome #4: YOUTH ARE PREPARED FOR ADULTHOOD  Deleted Incentive  Target: 50% |
|  | File 4  (CPA Open Enrollment Contract Documents File)  6.3.3 Performance Measures |  | Added Outcome #5: OLDER YOUTH PLACEMENTS IN FOSTER HOMES and  Outcome #6: FOSTER HOMES ACCEPTING PLACEMENT OF SIBLING GROUPS |
| **Addendum #5**  **September 26, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies) Section 1.2 Point of Contact | Unless instructed otherwise by the Point of Contact, all inquiries concerning this Open Enrollment and potential Applicants must direct all communications to this Point of Contact.  Procurement Project Manager: Patrick Kampman Email Address: Patrick.Kampman@dfps.state.tx.us | Unless instructed otherwise by the Point of Contact, all inquiries concerning this Open Enrollment and potential Applicants must direct all communications to this Point of Contact.  Procurement Project Manager: Kimberly Henry  Email Address: DFPSRESIDENT@DFPS.STATE.TX.US |
| **Addendum #4**  **August 31, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  |  |  |  |
| **Addendum #3**  **August 2, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  |  |  |  |
| **Addendum #2**  **January 26, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | File 1  (Provider  Enrollment for: Child Placing Agencies) | Subsection 2.2.1 a. contained the following webpage link:  <http://www.dfps.state.tx.us/handbooks/RCC_Guide/default.asp>. | Subsection 2.2.1 a. has been replacing with the following webpage link as follows:  <http://www.dfps.state.tx.us/PCS/Residential_Contracts/default.asp> |
| **Addendum #1**  **January 4, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | Package 1  (Provider  Enrollment for: Child Placing Agencies) | Subsection 2.11.4 has been added. | Subsection 2.11.4 new language added to the open enrollment as follows: 2.11.4 DFPS will publish the contractor’s performance annually on a performance measures scorecard on the DFPS website. |
|  | Package 1  (Provider  Enrollment for: Child Placing Agencies) | Subsection 6 Attachments contained as follows: ATTACHMENT I – FEDERAL LOBBYING CERTIFICATION  ATTACHMENT J – FEDERAL ASSURANCES | Subsection 6 Attachment I and J are no longer a requirement. |