 **Texas Department of Family and Protective Services**

**ADDENDA**

#### To

**Open Enrollment**

**HHS0000158**

**For**

**General Residential Operations**

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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 #14**  **August 19, 2022** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** | |
| 1. | File 1 (Open Enrollment for GRO RCC Services) | Enrollment Period Closes: August 31, 2022 | Enrollment Period Closes: August 31, 2023 | |
| 2. | File 1 (Open Enrollment for GRO 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 GRO 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 § 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 catchment areas.  a. 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) should contact Saint Francis Ministries.  b. 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, 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 catchment area (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 GRO 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 GRO 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 GRO Sample Base Contract in Section 6.2. DFPS will determine the length of the Contract’s term. | 1.8 Open Enrollment Contract (See Section 6.2)1.8.1 If the Applicant is awarded a Contract for this Open Enrollment, then the they agree to comply with:a. The Contract prepared by DFPS and executed by DFPS and the Contractor;b. This Open Enrollment (see Section 1.3 for posting links);c. The Contract Document File (see Sections 1.3 and 6.2), which contains:1. 6.2.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for GRO;2. 6.2.2 DFPS Uniform Terms and Conditions; and3. 6.2.3 Residential Child Care Services Performance Measures for GRO.d. The Applicant also agrees to comply with terms of the GRO 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 (see also Sections 1.3 and 6.2).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 GRO Open Enrollment and Contract Documents File (see also 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 GRO 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) athttp://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 GRO 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 ChecksIn 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). | |
| 7. | File 1 (Open Enrollment for GRO RCC Services) | **2.9 Performance Measures**  The Contractor must comply with the Performance Measures in Section 6.3.3. | 2.9 Performance MeasuresThe Contractor must comply with the Performance Measures in Section 6.2.3. | |
| 8. | File 1 (Open Enrollment for GRO 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 form 2033-RCC annually. | 2.10 SubcontractorsIn 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 form 2033-RCC annually. | |
| 9. | File 1 (File 1 (Open Enrollment for GRO RCC Services) | **6 ATTACHMENTS TO THIS OPEN ENROLLMENT**  The following Attachments to this **GRO Open Enrollment (Item 1) and Items 2-4)** are located on the ESBD or HHS Open Enrollment Site (See Section 1.3).  **6.1 GRO Open Enrollment Application, Attachments and Required Forms File (Item 2)**  **6.2 GRO Open Enrollment Sample Base Contract File (Item 3)**  **6.3 GRO Open Enrollment Contract Documents File (Item 4)**  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for GRO  6.3.2 DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for GRO | 6 ATTACHMENTS TO THIS OPEN ENROLLMENTThe following Attachments to this GRO Open Enrollment (Item 1) and Items 2-3 are located on the ESBD or HHS Open Enrollment Site (See Section 1.3).6.1 GRO Open Enrollment Application, Attachments and Required Forms File (Item 2)6.2 GRO Open Enrollment Contract Documents File (Item 4)6.2.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for GRO6.2.2 DFPS Uniform Terms and Conditions6.2.3 Residential Child Care Services Performance Measures for GRO | |
| 10. | File 2 (File 2 (Open Enrollment for GRO Application 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 Section 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 Section 6.2.2 and indicate in the table below if requirements are met | |
| 11. | File 3 (GRO Open Enrollment Sample Base Documents) | **6.2 GRO OPEN ENROLLMENT SAMPLE BASE CONTRACT** has been deleted in its entirety. | Removed | |
| 12. | File 4 (GRO Open Enrollment Contract Documents File) | **6.3.1 TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**  **VENDOR SUPPLEMENTAL, SPECIAL AND PROGRAMMATIC CONDITIONS FOR GRO** | **6.2.1 DFPS VENDOR SUPPLEMENTAL, SPECIAL AND PROGRAMMATIC CONDITIONS FOR GRO** | |
| 13. | File 4 (GRO 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. | |
| 14. | File 4 (GRO 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. | |
| 15. | File 4 (GRO Open Enrollment Contract Documents File) | **B. PERFORMANCE INCENTIVE.**  Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for Discharges to Family Placement Performance Measure #5 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. This Performance Measure Incentive does not apply to GRO-ECS contractors. | **B. PERFORMANCE INCENTIVE.**  Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for Discharges to Family Placement Performance Measure #5 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. This Performance Measure Incentive does not apply to GRO-ECS contractors. | |
| 16. | File 4 (GRO Open Enrollment Contract Documents File) | **6.3.2 TEXAS DEPARTMENT OF FAMPLY PROTECTIVE SERVICES VENDOR UNIFORM TERMS AND CONDITIONS** has been deleted in its 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. | |
| 17. | File 4 (GRO Open Enrollment Contract Documents File) | **6.3.3 RESIDENTIAL CHILD CARE SERVICES PERFORMANCE MEASURES FOR GRO** | **6.2.3 RESIDENTIAL CHILD CARE SERVICES PERFORMANCE MEASURES FOR GRO** | |
| **Addendum #13**  **May 20, 2022** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation 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 maintain a system for verifying that the funds were spent to support the individual child in the event that this program is audited in the future. The Contactor’s tracking reports should show, at a minimum: 6. That the funds were used for its intended purpose; 7. The individual child the funding was intended to support; and 8. The date, amount and the type of items were purchased to support that individual child. 9. 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: General Residential Operation Residential Child-Care Services) | N/A | | Added Section 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. |
| **Addendum #12**  **November 19, 2021** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation Residential Child-Care Services) | [DFPSRESIDENT@DFPS.TEXAS.GOV](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) | | Updated email address  [DFPS24HourResidentialApplications@dfps.texas.gov](mailto:DFPS24HourResidentialApplications@dfps.texas.gov) |
| 2. | File 1 (Provider Enrollment for: General Residential Operation Residential Child-Care Services) |  | | Added Section 1.5.6  1.5.6 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: General Residential Operation Residential Child-Care Services) |  | | Added Section 1.5.7  1.5.7 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.   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: General Residential Operation Residential Child-Care Services) |  | | Added Section 2.7.2  2.7.2 Throughout a Contract Term, Contractor:   * + - 1. 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).       2. 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.       3. After receiving notification, but not later than 24 hours, Contractor will remove an ineligible Person in a Key Position from providing services to DFPS children.       4. Within 48 hours of removal, Contractor will notify DFPS in writing of the removal.       5. Failure to comply can result in a contract action up to and including termination. |
| 5. | File 1 (Provider Enrollment for: General Residential Operation Residential Child-Care Services) | The following Attachments to this **IPTP Open Enrollment (Item 1)** **and Items 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. | | Removed links to Item 4 and moved documents to ESBD and HHS Enrollment site  The following Attachments to this **IPTP Open Enrollment (Item 1)** **and Items 2-4)** are located on the ESBD or HHS Enrollment Site (See Section 1.3). |
| 6. | File 2  (GRO Open Enrollment Application, Attachments and Required Forms) | [DFPSRESIDENT@DFPS.TEXAS.GOV](mailto:DFPSRESIDENT@DFPS.TEXAS.GOV) | | Updated email address to [DFPS24HourResidentialApplications@dfps.texas.gov](mailto:DFPS24HourResidentialApplications@dfps.texas.gov) |
| 7. | File 2  (GRO 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). |
| 8. | File 2  (GRO Open Enrollment Application, Attachments and Required Forms) |  | | Added new 18.  18. Attach a copy of your Operation's Person(s) in a Key Position including:  a. Full names;  b. Titles, if applicable;  c. Addresses;  d. Email addresses; and  e. 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>. |
| 9. | 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. |
| 10. | File 4 (GRO Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for GRO | Specific Provisions Regions 2 and 9 (Formerly Referred to as Attachment H). | | Removed |
| 11. | File 4 (GRO Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for GRO | 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 Discharges to Family Placement Performance Measure #4 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. This Performance Measure Incentive does not apply to GRO-ECS contractors. | | Corrected Performance Measure number.  September 1, 2019, under Texas Human Resources Code §40.058(f), DFPS may provide financial incentives in instances where Contractor exceeds the target for Discharges to Family Placement Performance Measure #5 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. This Performance Measure Incentive does not apply to GRO-ECS contractors. |
| 12. | File 4 (GRO Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for GRO | Outcome #5  **Target:**  Meet statewide baseline established in State of Texas Fiscal Year 2019. GRO-RTCs/IPTPs and Non-RTC/IPTP GROs based on statewide percentage of discharges to family settings or familial exits in the prior fiscal year. | | Updated target.  **Target:**  GRO- RTC/IPTPs 26%; Non- RTC/IPTP GROs 50% |
| **Addendum #11**  **November 1, 2021** | | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation 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). |

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| 2. | File 1 (Provider Enrollment for: General Residential Operation 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.  **Supplemental Daily Rate Paid to Child-Placing Agencies**   |  |  | | --- | --- | | Service Level: | Supplemental Daily Rate Paid to General Residential Operations | | Basic | N/A | | Moderate | $12.44 | | Specialized | $22.73 | | Intense | $31.90 | | Intense Plus | $46.08 | | Emergency Care | $15.79 | |

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| **Addendum #10**  **September 7, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation 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) |
| **Addendum #9**  **August 31, 2021** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation Residential Child-Care Services) | H. L. Whitman, Jr., Commissioner | Updated to Jaime Masters, Commissioner |
| 2. | File 1 (Provider Enrollment for: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation Residential Child-Care Services) | 6 ATTACHMENTS TO THIS OPEN ENROLLMENT  The following Attachments to this **GRO 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 **GRO 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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: General Residential Operation 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  (GRO 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 (GRO Open Enrollment Contract Documents File) 6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for GRO | Entire Document | Deleted. Provided links to the documents in File 1 Section 6 |
| **Addendum #8**  **August 31, 2020** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operation 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  (GRO 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.  Appendix A File Folder 4 (2) b. Added sentence  The policy must include a floor plan of the facility.  Appendix A File Folder 4 (2) c. Section was added and made Electronic File Name 02.D-HHS Form 2960 Attachment C  HHS Form 2960- Attachment C – General Residential Operations – Additional Operation Plan completed for all Applicant operations licensed on or after December 1, 2019. This plan documents the operational, community engagement, and educational plan. |
| 3. | File 3  (Sample Base Contract) | September, 2019  In DFPS Region \_, the Contractor will provide \_ Level GRO services (Contract) | Updated the date in header to November, 2019  Under Statement of Work A. corrected GRO to state GRO  In DFPS Region \_, the Contractor will provide \_ Level GRO services (Contract)  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  (GRO Open Enrollment Contract Documents File)  6.3.1 DFPS Vendor Supplemental, Special, and Programmatic Conditions for GRO | 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    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 Discharges to Family Placement Performance Measure #5 in Section 6.3.3.  1. Discharges to a Family Placement (See Performance Measure #5 in Section 6.3.3) | 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 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.  Section C. PERFORMANCE INCENTIVE. Corrected the number referenced for the corresponding Performance Measure  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 Discharges to Family Placement Performance Measure #4 in Section 6.3.3.  Section C. PERFORMANCE INCENTIVE.  Added clarifying sentence from text of Performance Measure  This Performance Measure Incentive does not apply to GRO-ECS contractors.  Section C. PERFORMANCE INCENTIVE.  Corrected the number referenced for the corresponding Performance Measure  Discharges to a Family Placement (See Performance Measure #4 in Section 6.3.3) |
| 5. | File 4  (GRO 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 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  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. |
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| **Addendum #7**  **March 31, 2020** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | File 1 (Provider Enrollment for: General Residential Operations) Section 3.2 |  | 3.2.11 Added  If the Contractor has provided 24-Hour Awake Supervision as provided in Section 1115 Continuous 24-Hour Awake Supervision of the 24-Hour Residential Child Care Requirements, effective November 8, 2019, DFPS will reimburse the Contractor as provided for in Appendix IV of the Requirements on a quarterly basis through IMPACT.  a. DFPS has the discretion whether to discontinue making these payments and such payments are dependent on continued and available funding.  b. DFPS will conduct an end of year reconciliation of 24-Hour supplemental payments disbursed. Child Full-Time Equivalent (FTE) placement days will be reconciled to Child FTE paid days. DFPS will issue an additional payment or adjust future one or request reimbursement, as applicable. |
| **Addendum #6**  **September 1, 2019** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | File 1  (Provider  Enrollment for: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  1.8.3 | 1.8 Open Enrollment Contract (See Sections 6.2 and 6.3)  1.8.1 The Applicant if awarded a Contract for this Open Enrollment will agree to comply with this Open Enrollment, the GRO 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 The Applicant does not execute and return the GRO Sample Base Contract in Section 6.2. DFPS will determine the length of the Contract’s term.  1.8.3 If the Applicant executes a GRO 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). | 1.8.1 If the Applicant is awarded a Contract for this Open Enrollment, then they will agree to comply with this Open Enrollment, the GRO 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, DFPS may determine that the Contractor will have additional Fiscal and/or Programmatic Provisional Conditions added to the Contract that they execute with DFPS (See also Section 5).  1.8.3 DFPS will determine the length of the Contract’s term.  1.8.4 The Applicant does not execute and return the GRO Sample Base Contract in Section 6.2. DFPS will determine the length of the Contract’s term. |
|  | File 1  (Provider  Enrollment for: General Residential Operations)  Section 1.12 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> | 1.12 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: General Residential Operations)  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 GROs 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 GROs at [https://hhs.texas.gov/doing-business-hhs/provider-portals/protective-services-providers/child-care-licensing/minimum-standards](%20https://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: General Residential Operations)  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: General Residential Operations)  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: General Residential Operations)  3.2 Payment | 3.2.9 Contractors must seek payment or adjustment to payments in accordance with the time limit specified in. This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion. | Deleted language as is repetitive with language in 6.3.1 Special, Supplemental and Programmatic Conditions. |
|  | File 1  (Provider  Enrollment for: General Residential Operations)  3.3 Fee Schedule | Daily Rate Paid to Child-Placing Agencies | 3.3 Updated Table to include new daily rates effective 9/1/2019. |
|  | File 1  (Provider  Enrollment for: General Residential Operations)  3.5 Sequestration Impact | 3.5 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: General Residential Operations)  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: General Residential Operations)  6.3 GRO Open Enrollment Contract Documents | GRO Open Enrollment Contract Documents File (Item 4)  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for GRO  6.3.2 DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for GRO  6.3.4 Attachment E – Residential Child Care Services Fiscal and Programmatic Provisional Conditions Sample (If applicable to Contractor)  6.3.5 Attachment H Specific Provisions to Regions 2 and 9 (If applicable to Contractor) | 6.3 Deleted Attachments E and moved language formally labeled Attachment H to 6.3.1 Special, Supplemental and Programmatic Conditions.  GRO Open Enrollment Contract Documents File (Item 4)  6.3.1 DFPS Vendor Supplemental, Special & Programmatic Conditions for GRO  6.3.2 DFPS Uniform Terms and Conditions  6.3.3 Residential Child Care Services Performance Measures for GRO |
|  | File 2  (GRO 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  (GRO 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  (GRO 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  (GRO 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 2  (GRO Open Enrollment Application, Attachments and Required Forms)  File Folder 4- Service Level Attachments | 1. Complete setof program policies and procedures, model and philosophy, including a substance abuse policy that indicates the Applicant will ensure substance abuse services will be provided for the Child, if needed. Substance abuse services can include referrals to outpatient/inpatient programs in the community, or substance abuse services provided through the Applicant's Operation.   *Submit all of your Operation’s Policies and Procedures.* | Revised to include 24-Hour Continuous Supervision policy  2. Complete set of program policies and procedures, model and philosophy. Submitted policies and procedures must include:  a. Substance abuse policy that indicates the Applicant will ensure substance abuse services will be provided for the Child, if needed. Substance abuse services can include referrals to outpatient/inpatient programs in the community, or substance abuse services provided through the Applicant's Operation; and  b. 24-Hour Continuous Supervision policy that indicates the Applicant will ensure compliance with Section 1115 of the 24-Hour Requirements relating to GROs who are serving seven or more children. |
|  | 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 | IV. STATEMENT OF WORK  Revised language by adding additional check boxes for add-on services.  Added language related to Provisions Specific to Regions 2 and 9 and Fiscal and Programmatic Provisional Conditions. |
|  | 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  (GRO Open Enrollment Contract Documents File)  Section II. D | D. SUBCONTRACTING | SUBCONTRACTING moved to 6.2.2 Uniform Terms and Conditions and the Open Enrollment.  Subsequent sections relabeled accordingly. |
|  | File 4  (GRO 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  (GRO 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  (GRO Open Enrollment Contract Documents File)  6.3.1 J Performance Incentive | J. PERFORMANCE INCENTIVE. As provided for in Texas Human Resources Code §40.058(f) and as may be available from appropriations and other considerations, DFPS may provide financial incentives in instances where Contractor exceeds the target for the PAL Training (Performance Measure Outcome #4 in Section 6.3.3).  1. If Contractor exceeds the incentive target of 70% for Performance Measure Outcome #4, DFPS will pay Contractor an incentive of $900.00 per youth who completed PAL Training during the fiscal year while under Contractor’s care.  2. DFPS will cap all Performance Measure Outcome #4 incentive payments at $50,000.00 per fiscal year.  3. This Section will be effective on March 1, 2019, and is dependent on the Remedies collected by DFPS and other appropriation considerations. | I. 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 Discharges to Family Placement Performance Measure # 1 in Section 6.3.3. Financial incentives are dependent on the Liquidated Damages and Remedies collected by DFPS as provided for in Subsection I above and appropriations. |
|  | File 4  (GRO 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  (GRO 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  (GRO 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  (GRO 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  (GRO 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: 62%  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  (GRO 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  (GRO Open Enrollment Contract Documents File)  6.3.3 Performance Measures |  | Added Outcome #5: OLDER YOUTH PLACEMENTS IN FOSTER HOMES and |
| **Addendum #5**  **September 25, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | File 1  (Provider  Enrollment for: General Residential Operations) 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 - Patrick Kampman by email at Patrick.Kampman@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 – Kimberly Henry by email at DFPSRESIDENT@DFPS.STATE.TX.US. |
| **Addendum #4**  **August 31, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  |  |  |  |
| **Addendum #3**  **April 23, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
|  | Attachment G - Intensive Foster Care Services | Service Requirement | Revised Enrollment document |
|  | Attachment I - Sample Contract | Attachment I - Sample Contract | New Attachment I - Sample Contract - updated |
| **Addendum #2**  **January 26, 2018** | | | |
| **Item** | **Open Enrollment Reference** | **Previous** | **Revised Language** |
| 1. | Package 1  (Provider  Enrollment for: General Residential Operations) | 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 replaced 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: General Residential Operations) | Subsection 2.2.9 contained the following language:  2.2.9 Contractor will provide refuge and therapeutic services to Children who are victims of sexual exploitation, prostitution, slavery, illegal trade and/or forced labor through human trafficking. | Subsection 2.2.9 has been deleted and replaced with Subsection 2.2.10 language changed as follows: 2.2.9 Contractors providing Transitional Living Services to Children preparing to leave substitute care and must: |
|  | Package 1  (Provider  Enrollment for: General Residential Operations) | 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: General Residential Operations) | 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. |