

Texas Department of Family and Protective Services

**Jaime Masters, DFPS Commissioner**

Open Enrollment

For

**Supervised Visitation Services**

**Regions: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11**

**Procurement Number:**

**HHS0000096**

**Enrollment Period Opens: October 26, 2017**

**Enrollment Period Closes: February 6, 2023**

**\*DFPS may open, close or extend enrollment for DFPS Regions or counties within a Region as needs change.**

**Addendum #5: February 6, 2023**

**Addendum #4: January 28, 2022**

**Addendum #3: May 27, 2021**

**Addendum #2: March 18, 2021**

**Addendum #1: May 2, 2019**

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# General Information

## Introduction

#### **Provider Enrollment (PEN) and Resulting Contract**

This PEN, Procurement Number **HHS0000096**, begins with §1 and concludes with §8.

The contracts resulting from this PEN consist of this solicitation document, the Application (Form 2280PEN, Application and Contract) and supporting documents submitted by the Applicant, any contract plans, and all attachments and forms named and incorporated by reference. Accordingly, some language may be written in a manner that presents content as contractual language, rather than provider enrollment solicitation language, but should be regarded as applicable to both the PEN and the resulting Contract.

#### **Uniform Contract Terms and Conditions**

The terms and conditions outlined throughout this solicitation govern the PEN and any resulting contract. Any Contract awarded under this PEN includes the following which can be located on the DFPS public website, Doing Business With DFPS, Contracting Forms: <https://www.dfps.state.tx.us/Doing_Business/forms.asp>

* Most current version of Form 5645V - DFPS Vendor Uniform Terms and Conditions (UTC)
* Most current version of Form 5622VRG – DFPS Vendor Supplemental and Special Conditions – Regional Contracts
* Subcontractors must also comply with Subsection 1.1.2, Terms and Conditions.

#### **Effective Date of Contract**

The effective date of a contract awarded from this PEN will be the date entered by DFPS after contract award on Form 2280PEN, Application and Contract.

#### **Supervised Visitation Services Background**

DFPS will use Supervised Visitation Services to monitor and report on sibling visits and visits between children and their parents or caregivers and to provide information to assist in making case planning decisions that are in the best interest of the child.

Services procured under this solicitation are intended to support the safety of children based on the definition of a child being safe. A child is not safe when:

#### Threats of dangers exist in the family;

#### The child is vulnerable to such threats; and

#### The parent does not have sufficient protective capacities to manage or control threats.

## Scope

The State of Texas, by and through the Texas Department of Family and Protective Services (DFPS or the Department) and pursuant to its authority under Texas Human Resources Code §40.058, seeks to enter into contracts under its Child Protective Services (CPS) program with qualified organizations and individuals to provide supervised visitation services in accordance with the specifications contained in and referenced by this Provider Enrollment (PEN).

## DFPS Mission

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

## Point of Contact

The sole point of contact for inquiries concerning this PEN is:

|  |  |
| --- | --- |
| Point of Contact: | Delayne Williams, Purchased Client Services Support |
| Email: | Delayne.Williams@dfps.texas.gov |

Applicant must direct all communications relating to this PEN to the DFPS Point of Contact named above.

#### **Application Delivery Options**

Applicants are encouraged but not required to submit Application via email. See §5.17 for additional instructions regarding submission of responses to PEN.

#### **Email**

PEN response may be delivered electronically via email to:

Delayne.Williams@dfps.texas.gov

Please direct actual questions to the DFPS point of contact listed in §1.4.

#### **Delivery Service**

PEN response may be delivered in hard copy via a delivery service addressed as follows:

|  |
| --- |
| **Table 1 - Delivery Options** |
| **U.S. Postal Service**  **Overnight Express Mail or Hand Deliver** |
| Texas Department of Family & Protective Services  Attn: Delayne Williams  701 W. 51st Street; MC E-541  Austin, Texas 78751  Hours – 7:30 AM to 4:30 PM |

## Procurement Schedule

All dates are subject to change at DFPS' discretion.

| **Table 2 - Procurement Schedule** | |
| --- | --- |
| PEN Enrollment Period Opens[[1]](#footnote-1)[1] | ***October 26, 2017*** |
| Written Questions Due | ***Anytime through***  ***February 6, 2023 5PM CST*** |
| PEN Enrollment Period Closes | ***February 6, 2023 5PM CST*** |
| HHSC Post Awards to HHS Enrollment Opportunities website maintain by the Health and Human Services (HHS) | ***October through May*** |
| Anticipated Contract Start Date | ***April 1, 2018*** |

## Amendments and Announcements Regarding this PEN

HHSC will post all official communication regarding this PEN on HHS Enrollment Opportunities website: <https://apps.hhs.texas.gov/pcs/openenrollment.cfm> . HHSC reserves the right to revise the PEN at any time. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to HHS Enrollment Opportunities website. Applicants must check HHS Enrollment Opportunities website frequently for changes and notices of matters affecting the PEN.

Applicant or Contractor’s failure to periodically check HHS Enrollment Opportunities website will in no way release the selected Contractor from “addenda or additional information” resulting in additional costs to meet the requirements of the PEN.

## Eligible Applicants

DFPS is authorized to enter into contracts with entities that are:

#### Not debarred or suspended from participating in Federal contracts;

#### Not barred from participating in state contracts under [Government Code § 2155.077](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2155.htm#2155.077).

## Delivery of Notices

Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. At all times, Contractor will maintain and monitor at least one active electronic mail (email) address for the receipt of Contract-related communications from DFPS. It is the Contractor's responsibility to monitor this email address for Contract-related information.

**The remainder of the page is intentionally left blank.**

# Statement of Work

## Program Purpose

The purpose of the Child Protective Services (CPS) Program is to keep children safe and practice in a way that ensures safety, permanency and well-being for the children and youth we serve. CPS focuses on children and their families and seeks active involvement of the children’s parents and other family members, and the community to solve problems that lead to abuse or neglect. The objectives of CPS are to:

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

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

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

## Need for Service

DFPS seeks to Contract with qualified providers to assist CPS in achieving program purpose and objectives by providing Supervised Visitation Services. DFPS does not guarantee any minimum level of utilization or specific number of referrals. Utilization rate will vary according to the needs of staff, individual client needs and regional allocations. The final decision for use, partial use, and non‑use of these professional services lies within the authority of DFPS.

## Service Delivery Area(s)

Supervised Visitation Services are purchased and contracts are awarded on a regional basis. Contractor will provide services in the DFPS Region(s) specified in the Application and Contract, Form 2280PEN. See **Package 4** to see DFPS regions and counties.

To meet the service needs of DFPS and our clients DFPS may at any time add or delete Regions or parts of Regions available for enrollment.

## Accessibility

Supervised Visitation Services must be available seven (7) days a week, including evening and holidays as necessary. Service hours must be flexible and include morning, afternoon, evening, to accommodate the schedules of employed participants. Contractor must accommodate school age children by scheduling services at times that do not interfere with school attendance and participation in school activities.

It is expected that the majority of visitations will occur in locations secured by the Contractor. However, it may be necessary to supervise a visitation in a CPS office. The visitation may occur at a CPS office at the request of the DFPS CPS caseworker. Acceptable and billable locations are as follows:

#### **Contractor Secured Location**

#### Contractor secured location consisting of services provided in a location other than a CPS office. The Contractor must obtain prior written approval from the CPS program liaison or designee for Visitation Services delivered in locations other than the Contractor’s primary or satellite office or a CPS office.

#### **CPS Office**

#### It may become necessary for visitation to be provided at a CPS office for specific cases. CPS staff will authorize this service by documenting the request directly in Form 3101 and in the comment section of the Services Authorization Form 2054.

#### **Travel**

#### Time or travel to and from any site of service is **not billable**.

#### **Transportation for Visit**

#### Contractor will not be responsible for arranging transportation and must not provide transportation to any participant to or from the visit.

## Eligible Population

Individual adults referred directly by DFPS are eligible for services. DFPS determines eligibility. Contractor must serve all clients properly referred by DFPS.

## Client Characteristics

Due to the nature of DFPS responsibilities Contractor must be prepared to serve individuals with characteristics including, but not limited to:

#### **The Child May:**

#### Exhibit a pattern of impulsivity,

#### Exhibit poor or insecure attachment to parents,

#### Exhibit separation anxiety,

#### Have a history of temper tantrums,

#### Have chronic illness or health problems,

#### Have experienced probable neglect, physical abuse or substantiated sexual abuse,

#### Have witnessed violence between parental figures,

#### Be easily distractible or has attention deficits,

#### Be hyperactive,

#### Be irritable, or

#### Be the recipient of special education services.

#### **Family Characteristics May Include:**

#### Family may exhibit chronic unresolved conflicts between parental figures and or child,

#### One or more parental figures may:

#### Have a history of substance abuse or are currently exhibiting substance abuse;

#### Have engaged in probable or adjudicated criminal activity;

#### Have had previous or is receiving mental illness treatment; or

#### Exhibit poor or inconsistent monitoring of the child’s behavior.

## Minimum Qualifications

#### **Minimum Organizational Qualifications**

The Contractor itself, whether an individual or other legal entity, as well as all key personnel, principals and subcontractors (both individuals and legal entities) must meet or exceed the minimum qualifications as required by DFPS, including the following:

#### **Business Service Management Experience**

The Contractor, or its key personnel, responsible for the management and delivery of Supervised Visitation Services, must have successful:

#### **Service Experience**

Two (2) years of full-time successful relevant business experience. For the purposes of this Contract, DFPS defines relevant business experience as:

#### Managing, overseeing, or leading the performance and work of others in a social service setting;

#### Performing under contract with a government agency providing social services; or

#### Public or private business experience providing or contracting for services similar to those being purchased.

#### **Financial Experience**

The Contractor, or its key personnel, responsible for the financial and accounting aspects of the provision of the services must have two (2) years successful financial experience maintaining a billing and payment process.

#### **Personnel Minimum Qualifications**

DFPS recognizes two primary roles and specific areas of responsibility for Contractors related to providing supervised visitation services. DFPS defines the roles and the minimum qualifications for the person(s) responsible for these roles below. If only one person is responsible for delivering the services, then that person must meet the supervisory minimum qualifications.

#### **Supervisory**

A Supervisor must at a minimum, be responsible for the supervision of persons monitoring the visit herein referred to as the observer.

#### **Supervisor Minimum Qualifications**

The supervisor must meet the following minimum qualifications:

#### **Education**

A bachelor’s degree from an accredited college or university; and

#### **Experience**

A minimum of one (1) year of full-time experience supervising professional staff in a social service agency or two (2) years directly working with families and children with diverse social service problems.

#### **Observer:** An Observer must, monitor and observe the parent/child interaction and document each visit.

#### **Observer Minimum Qualifications**

An observer must meet the following minimum qualifications.

#### **Education**

A high school diploma or GED and

#### **Experience**

A minimum of twelve (12) months full time experience working in a social service agency serving families and children with diverse problems.

#### **Personnel Listing**

The Contractor must submit a [Contracting Entity and List of Staff, Subcontractors, and Volunteers, Form PCS-102](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#General_Documents) listing for each individual personnel for the DFPS Contract Manager’s written approval prior to assignment to the contract and on an annual basis thereafter. Written DFPS Contract Manager approval signifies the person has been cleared to provide services and have access to personal client information.

#### **Staff Substitution**

Staff substitution requires prior written approval from DFPS. The Contractor must request approval through the submission of Form PCS-102, Contracting Entity and List of Staff, Subcontractors, and Volunteers.

#### **Personnel Training Requirements**

#### Personnel assigned to deliver services or supervise staff must receive pre-service orientation delivered by the Contractor that includes:

#### The role of CPS;

#### The dynamics of abuse and neglect;

#### How behavior may manifest itself in persons with the client characteristics described;

#### The purpose of visitation services;

#### The role of the Observer;

#### The rules for visitation, scheduling and how to develop visitation plans that accommodate the participants;

#### DFPS Contracted Supervised Visitation contract terms;

#### The use of the observation instrument and how to effectively document the visitation observations;

#### The process for monitoring and elevating any immediate concerns or issues identified during a visitation;

#### How to handle incidents that occur during a visit; and

#### Appropriate use of CPS facilities.

#### **Personnel Files**

Individual files for each person providing services must include at a minimum, but is not limited to the following documentation:

#### Documentation clearly establishing they meet the personnel minimum qualifications;

#### Forms 2970c and 2971 and associated documentation to support cleared background checks located in **Package 3**;

#### Documentation verifying participation in orientation; and

#### Written DFPS Contract Manager approval on [Form PCS-102](http://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#General_Documents) signifying the person has been approved to provide services.

## Insurance Standards

Contractor must submit insurance coverage documentation with the Application. DFPS will not execute a contract if this documentation is not provided or is found to not meet the insurance requirements.

#### Coverage must be provided through an insurance company licensed and authorized to do business in the State of Texas with a "B" or higher rating.

#### All policies and coverage are to be maintained throughout the contract term.

#### The required insurance types, endorsements and coverage are:

#### **Commercial General Liability Coverage**

Commercial General Liability Insurance or equivalent insurance coverage including but not limited to liability with a minimum coverage of three-hundred thousand dollars ($300,000) for each occurrence, and six-hundred thousand dollars ($600,000) aggregate limit.

#### **Crime Policy**

Commercial crime policy insurance or equivalent insurance coverage to cover losses from fraudulent and dishonest acts with:

#### Minimum coverage of twenty-five thousand $25,000 for each occurrence; and

#### A third-party endorsement and an employee dishonesty endorsement or equivalent.

#### **Additional Endorsement**

All policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to DFPS. Respondent will provide DFPS with an executed copy of the policies immediately upon request.

#### **Insurance Verification**

In order to mitigate risk under this contract, DFPS will require the Contractor to submit verification of insurance that meets the DFPS requirements and provide an ACORD Certificate of Insurance prior to contract execution. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and limits.

#### **Self-Insurance**

If the coverage will be provided through a Self-Insurance Plan, then the plan submitted will cover any losses to the same manner as provided for in the more commonly seen insurance policy.

#### **Contractor Notice to DFPS of Any Material Changes**

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.

#### **Renewals or New Coverage During Contract Period**

Contractor will be responsible for ensuring that any document submitted under this Subsection is current and in full force and effect. If the document has a period of coverage, then the Contractor will ensure that after each renewal, they immediately provide the new coverage document. In the event that the Contractor obtains coverage from a new issuer or insurer, then the Contractor will immediately provide this document to DFPS.

#### **Request for Documents**

Contractor will provide any required documents under this Subsection without expense or delay to DFPS.

## Service Authorization and Referral

The Contractor will schedule and provide services as requested and in the timeframes referenced in this enrollment upon receipt of a properly completed and authorized Form 2054 and Form 3101.

#### **Authorization Form**

Only services authorized on a valid Service Authorization, Form 2054 may be billed. A current Form 2054 must be on file prior to services being rendered and must be maintained in each client's record as basis for payment from DFPS;

#### The following claims will be subject to non-payment or collection if payment has already been made:

#### Service not authorized;

#### Appointments scheduled without DFPS authorization after two (2) consecutive appointments are missed;

#### Service location not authorized or approved;

#### Services delivered by a person not meeting the minimum qualifications;

#### Service claims that exceed the number of units or fall outside the timeframes specified on the Form 2054.

#### **Referral Form**

The referral must include a completed Referral for Supervised Visitation Services Form 3101.

## Initial Contact

#### Contractor must utilize an appropriate contact method designed to maximize the chances the referred individual will respond and honor appointment times and dates.

#### **Contractor must:**

#### Contact the client within three (3) business days of receipt of forms listed in §2.9, Service Authorization and Referral to:

#### Schedule the visit and notify participants of:

#### The initial date and time the visit will occur;

#### Who may visit;

#### The location where the visit will be held; and

#### Provide any preliminary visitation rules or general information.

#### Hold the first visitation within ten (10) business days of receipt of forms listed in §2.9.

#### **Emergency**

#### It is anticipated that emergency situations may occur requiring a need for expedited services. Contractor must work closely with DFPS to expedite service delivery as requested.

## Missed, Delayed or Cancelled Appointments (Supervised Visitation Services Only)

Clients will be provided the necessary information to be able to contact the Contractor in at least two of the following methods for the purpose of notifying the Contractor of the need to cancel an appointment: phone number, email or a number to text a message.

#### **Missed Appointment**

#### A missed appointment is when a client fails to notify the Contractor within twenty-four (24) hours of the scheduled appointment and fails to present themselves for the scheduled visitation.

#### The Contractor must document the time and date of any missed appointment.

#### The Contractor must obtain the signatures of those present and send Sign-In Log, Form 3104A to notify the CPS Caseworker by 5:00 P.M. on the business day following a missed appointment.

#### The Contractor must document the time, date, caseworker name and manner used to notify the caseworker of the missed appointment on the Sign-In Log, Form 3104A.

#### When two (2) consecutive appointments are missed the Contractor must notify the DFPS caseworker for instructions on how to proceed using the Sign-In Log, Form 3104A. **Further appointments must not be scheduled unless instructed by DFPS** to schedule additional appointments.

#### Appointments scheduled without this authorization will not be billable to DFPS as visitation or missed appointments.

#### The DFPS instructions to continue scheduling appointments must be specifically documented on the Sign-In Log, Form 3104A, and clearly identify the scheduled appointment time and date for the visitation appointment(s) that were missed.

#### **Delay in Beginning the Visitation**

It is possible that the parent or the child may be late arriving at the visitation. The Contractor must be prepared to begin the visit at the time both parties arrive up through the time the visitation was scheduled to end or the length of time necessary to comply with court orders, as applicable.

#### **Cancelled by Contractor**

#### The Contractor is responsible for a twenty-four (24) hour notification to clients and the CPS Caseworker when a visit must be canceled. The Contractor must maintain documentation of notification and contacts in each client file regarding cancellation. The documentation must include:

#### The reason for cancellation, the date, time and manner of contact with each client, notifying them of the cancellation; and

#### The Contractor must document the date, time, caseworker name and manner used to notify the CPS Caseworker of the canceled visit.

## Major Service Deliverables

#### Major Service deliverables include:

#### Preparation for Supervised Visits;

#### Pre-visitation Activities;

#### Monitor the visit;

#### Document the visit; and

#### Provide court related services.

## Preparation for Supervised Visits

#### The Contractor is responsible for all activities necessary for each supervised visit and must take actions as required and appropriate to prepare to oversee each supervised visit, including but not limited to:

#### Taking actions necessary to comply with all DFPS referral instructions and DFPS Contract requirements;

#### Confirming the visitation schedule;

#### Confirming who may participate in the visitation;

#### Ensuring visit participants will be allotted their full time for a visit;

#### Obtaining the necessary approval for the site location;

#### Securing an appropriate visitation site to include the following:

#### Has an environment that is safe and non-threatening;

#### Is age appropriate;

#### Is family friendly;

#### Is fully equipped with age appropriate items that will allow the family to participate in activities and interact;

#### Will allow flexibility in order to accommodate the physical needs of the participants such as meals and snacks and accessibility; and

#### Is convenient to the family.

## Pre-visitation Activities

The Contractor staff must meet with the adult participants prior to the children being present and immediately before the first supervised visit begins for the purpose of preparing the adults to ensure a productive supervised visit. The pre-visitation meeting will serve to:

#### Provide an explanation of the Supervised Visitation Rules for Caregivers and Adult Participant(s) Form 3103A to ensure all adult participants understand the rules, and

#### Finalize the visitation plan that includes the visitation schedule clearly stating the frequency, length of the visits to include the begin and end times and dates, who may visit and place of visit.

#### Obtain the agreement of each and every adult participant, documented by the signature of each such participant on a copy of the Supervised Visitation Rules for Caregivers and Adult Participant(s) Form 3103A, prior to the beginning of the initial visit.

#### ***Note:*** *If any adult participant refuses to sign the Supervised Visitation Rules for Caregivers and Adult Participant(s) Form 3103A, the Contractor must document the reasons for such refusal and notify the CPS Caseworker by 5:00 P.M. on the business day following the refusal for instructions on how to proceed. This is documented on the Form 3103A.*

#### The Contractor must ensure the visitation site is prepared and equipped to facilitate the visit and to meet the needs of the participants.

## Monitor Visit

#### The Contractor must monitor the visit. The Observer must observe and be present for the entire visit and be attentive to the interactions of the participant(s). An Observer may only observe one visitation at a time. An Observer may not supervise a visit whereby they are related to any of the participant(s) or have a personal relationship with any of the participant(s) personally. Monitoring includes but is not limited to the following activities:

#### Ensuring the safety of the child(ren) by:

#### Ensuring all adult participant(s) at the visit sign the Sign-In Log, Form 3104A;

#### Ensuring only individuals who have been prior-approved by DFPS are allowed to participate in the visit;

#### Ensuring the visit is at all times monitored by observers that meet or exceed the qualifications outlined in §2.7.2 and have appropriate approvals from DFPS;

#### Ending the visit at any time the child(ren) is fearful of continuing the visit;

#### Ending the visit at any time there are safety concerns;

#### Allowing only persons authorized by DFPS to remove the child(ren) from the visit; and

#### Ensuring that the caregivers and all approved adult visitors comply with the visitation rules.

#### The participant(s) must be allowed to communicate effectively which may include conversing in the language of their choice. The Contractor must ensure the Observer who is monitoring the visit is able to understand and as necessary, effectively communicate with the participant(s).

## Document the Visit

#### The Observer must document, in detail, observations of the parent’s or caregiver's interactions with the child(ren) during the visit or interactions and observations between siblings during sibling visits.

#### **Visit Observations**

#### Observation notes for parent or caregiver and child(ren) visits must be documented using the Visitation Record and Observation Checklist, Form 3102A.

#### Observation and interaction note for sibling visits must be documented using the Form 3113, Sibling Relationship Checklist.

#### ***An Observer may only observe one visitation at a time***.

#### **Video Recording the Visit**

**Upon the written request of DFPS**, the Contractor must record and provide the recording to DFPS in a standard format that can be viewed and filed in the client’s DFPS file, currently a standard DVD.

#### **Due Date**

#### Form K-908-3102A or Form 3113 and when applicable, their associated DVD, are due to the caseworker **within five (5) business days** of the date of the actual visitation.

## Provide Court Related Services

DFPS purchases court related services when legally necessary and appropriate for the well-being, safety, or permanency of the child. **Court related services are not optional**.

#### **Preparation**

The Contractor and its representatives must ensure that they have personal knowledge of the matters to be discussed at the Deposition or Court Appearance and are adequately prepared to do so.

#### **Court Related Documentation**

A Court Related Services Case Note, Form 2057, to the appropriate and specific client file is required. The Contractor must:

#### Complete the Court Related Services Case Note, Form 2057, for all court related services delivered. This form is located on the DFPS website:

#### <http://www.dfps.state.tx.us/Application/Forms/showFile.aspx?Name=2057.docx>

#### Obtain a DFPS signature on Form 2057 attesting to the delivery of service.

## Required Forms Resources and Information

The following documents used in the delivery of Supervised Visitation Services can be located at:

<https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp>

#### Form 3103A, Supervised Visitation Rules for Caregivers and Adult Participant(s);

#### Form 3113, Sibling Relationship Checklist;

#### Form 3104A, Sign-In Log;

#### Form K-908-3102A, Visitation Record and Observation Checklist;

#### Form 2057, Court Related Services Case Note;

#### PCS-102, Contracting Entity and List of Staff, Subcontractors, and Volunteers;

#### Form PCS107, Subcontracting Review & Acceptance Form

#### Form 4736, Certificate of Insurance,

#### Form 2970c, Disclosure and Consent to Release of Information Regarding Criminal or Abuse/Neglect History for Applicants, Employees or Volunteers of DFPS Contractors and Subcontractors;

#### Form 2971c, Request for Criminal History and DFPS History Check

#### For informational purposes a copy of Form 3114, Supervised Visitation Services Caseworker Satisfaction Survey Questionnaire

## Subcontractors

A subcontract is a written contract that assigns some of the obligations of a prime contract to the subcontractor. Subcontracts are between a primary contractor and the individual or entity assuming some of the obligations of the primary contractor. The requirements in this section are in addition to requirements stated in DFPS Vendor Uniform Terms & Conditions.

The prime contractor remains fully responsible for compliance with and full performance of all its duties and obligations under the original contract with DFPS. All activities associated with subcontracts must go through the prime contractor.

#### **Subcontract Requirements**

#### Contractors utilizing subcontractors must submit and obtain written acceptance of its subcontract document and subcontracting policies and procedures from the designated DFPS contract manager no later than 90 days from the contract effective date.

#### The DFPS contract manager will review and provide written notification of acceptance of the contractor’s subcontracting policies and procedures, subcontracting document, and background checks procedures documenting the review and acceptance on Form PCS107 Subcontracting Review & Acceptance Form.

## Client Record Documentation Requirements

The Contractor must ensure compliance with all record keeping requirements stated in this contract as well the DFPS Vendor Uniform Terms & Conditions (UTC). All records must be housed in a central location and made available and accessible to DFPS without limitations.

| Table 3 - Required Records | |
| --- | --- |
| Individual Client Service Case Record | |
| Purpose | To support and maintain details of services requested by DFPS and provided by the Contractor. |
| Minimum Requirements | Contractor must maintain individual case records for each referred client. The Individual file must include at a minimum, but not limited to: Valid Form 2054, “Service Authorization,” withdocumented receipt date;Referral Form, with documented receipt date;Supervised Visitation Services Referral Form K909-2036An initial Form 3103A Supervised Visitation Rules for Caregivers and Adult Participant(s). The form:Must be signed and dated by each adult that will participate in visitation services;Must be signed and dated by the person providing and discussing the rules with the adult client; andMust Include begin and end time for the review and discussion.Form 3104A Supervised Visitation, Sign-in Log must be on file for each visitation or missed appointment.Include the date of the appointment;Include the time the appointment was scheduled to begin;Include signature and time of arrival for each participant or person present by the actual person signing in, unless the person cannot write. The Log must document the reason for their inability to sign-in; andInclude the identity of the person signing for the person unable to sign-in.Form 3102A, Visitation Record and Observation Checklist For Supervised Visitation Services must be:Documented in detail;Legible and understandable to individuals other than the author; andDated (month/date/year) and signed by the performing observer.Form 3113, Sibling Relationship Checklist must be:Documented in detail;Legible and understandable to individuals other than the author; andDated (month/date/year) and signed by the performing observer.Record of CPS caseworker notifications or other contract-related notices and communications; Documentation of:The date and method of submission (where not obviously apparent); andThe name of DFPS contact to whom information was provided.Completed Form 2057, Court Related Services Case Note. |

## Goal and Performance Measures

Contractor performance evaluation is based on assessment of the output and outcome measures outlined in Attachment A-1, Performance Measures and compliance with the terms and conditions of the Contract, as indicated by DFPS records and contract monitoring performed by DFPS staff.

#### **Goal**

The Goal of the Contract is to provide Supervised Visitation to eligible children and other individuals referred by DFPS.

#### **Performance Measures**

In addition to the Contractor's compliance with all of its obligations and duties under the contract, DFPS measure’s the performance of the Contractor on the basis of the performance measures contained in Attachment A-1, Performance Measures.

The contractor may be required to report certain performance measure data in the DFPS Performance Management Evaluation Tool (PMET), which is an internet-based data collection and reporting system. The Contractor is required to register an account in the PMET system within 30 days the first service, according to the instructions found at:

<https://www.dfps.state.tx.us/application/PCSPMET>. Select Help>PMET User Guide.

## Transition Planning

At the end of the contract term, contract termination or cancellation, the Contractor shall in good faith and in cooperation with the Department, aid in transition to any new arrangement or provider of services. Unless otherwise directed in writing by DFPS, the Contractor will have to comply with all Form 2054, Service Authorizations received by the Contractor through the end date of the contract with DFPS.

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# Utilization and Compensation

## Utilization

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

#### **Projected Utilization**

The projected need is noted in the following table. This information is provided for informational purposes only. Actual utilization in any area may change due to number of families being served or the regional allocation of funds.

| **Table 4 – Projected Utilization**  **Supervised Visitation Services** | | | |
| --- | --- | --- | --- |
| **Region** | **Cities** | **Number Per Week** | |
| **Visits** | **Hours** |
| **1** | Lubbock | 75 | 166.5 |
| Levelland | 2 | 4 |
| Amarillo | 53 | 91.5 |
| **2** | Wichita Falls | 47 | 98 |
| Abilene | 35 | 45 |
| Brownwood | 33 | 42 |
| **3** | Denton | 71 | 142 |
| Dallas | 195 | 390 |
| **4** | Athens | 30 | 118 |
| Longview | 42 | 332 |
| Jacksonville | 22 | 176 |
| Canton | 15 | 120 |
| Texarkana | 18 | 216 |
| Henderson | 9 | 132 |
| Tyler | 84 | 664 |
| **5** | Lufkin | 3 | 24 |
| Crockett | 4 | 28 |
| Beaumont | 18 | 140 |
| Orange | 15 | 120 |
| **6** | Houston | 82 | 975 |
| Conroe | 13 | 150 |
| Galveston | 12 | 150 |
| **7** | Austin | 161 | 358 |
| Bryan/College Station | 10 | 12 |
| Bastrop/La Grange | 12 | 15 |
| Lockhart/Giddings | 8 | 9 |
| Brenham/Madisonville/Caldwell/Anderson | 12 | 15 |
| San Marcos | 4 | 5 |
| **8** | San Antonio | 182 | 364 |
| Uvalde | 100 | 106 |
| Victoria | 106 | 111 |
| **9** | Midland | 35 | 70 |
| Odessa | 60 | 120 |
| San Angelo | 38 | 54 |
| **10** | El Paso | 225 | 412 |
| **11** | Alice | 24 | 54 |
| Kingsville | 12 | 25 |
| Falfurrias | 3 | 8 |
| Laredo | 28 | 38 |
| Corpus | 32 | 60 |
| Beeville | 10 | 14 |
| Sinton/Aransas Pass | 16 | 32 |

## Compensation

#### **Availability of Funds**

This Contract depends upon the availability and receipt of state or federal funds. Contract is contingent upon the continued availability of appropriations. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. Contractor will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.

#### DFPS does not guarantee funding at any level and may increase or decrease funds at any time during the term of a contract resulting from this procurement.

#### Contractor may not use funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, Contractors may not use DFPS funds as match (in-kind or cash match) for any other funding opportunity in which the awarded Contractor may be participating.

#### **Sequestration**

Sequestration refers to automatic spending cuts required under the Federal 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 are set to begin January 2, 2013, and continue for the next 10 years. The cuts must be split equally between security and non-security programs, according to the Budget Control Act.

The projected numbers provided in §3.1.1 are based on visits prior to the 2011 Budget Control Act. DFPS has determined that this service has the potential to be impacted by these budget cuts.

#### **Method of Payment**

The contract resulting from this procurement will be paid on a **fee for service** basis. ***Travel and training time or costs are not payable under this contract.***

#### **Unit of Service**

Contractor accepts the method of payment and rates set by DFPS.

#### **Supervised Visitation Rules Discussion**

#### Contractor will bill a one-time fee for family unit, for time spent presenting and discussing the Supervised Visitation Rules for Caregivers and Adult Participant(s) and the visitation plan.

#### **The Supervised Visit**

#### The unit of service for Supervised Visitation is one (1) hour of face-to-face time spent in observing, videotaping and documenting the visit. **Visitation over the phone is not allowed and not billable**.

#### Contractor will bill for visitation as a family unit per hour basis in 15- minute increments.

#### **How to Bill Time**

#### Billing will be under the name of the oldest authorized family member in attendance.

#### Time spent waiting to begin the visitation services when a participant is late is billable from the moment the visit was scheduled to begin until the time the visit is completed.

#### Beginning and ending time supporting the unit of service billed must be documented in each client file.

#### **Supervised Visitation Services Missed Appointments**

Missed appointments will be compensated at 50% of the applicable unit of service.

#### **Court Related Services**

#### The unit of service for Court Related Services is an hour for time spent waiting to testify and for the provision of court related services, billed in 15-minute increments.

#### Beginning and ending time supporting the unit of service billed must be documented in each client file.

#### **Fee Schedule**

Contractor will be paid in accordance with Attachment A-2, Fee Schedule.

#### **Prompt Payment**

Subject to the foregoing, DFPS makes all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, §2251.021.

## Invoicing Process

The Contractor will submit to DFPS a total bill each month in the format prescribed by the Department, and will accept as payment in full the contracted unit rate.

#### **No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices submitted to the Regional Contract office.**

#### Invoice billing statements submitted to DFPS must include:

#### Department pre-bill, signed and dated, reflecting services authorized and delivered;

#### Signed State of Texas Purchase Voucher, Form 4116X;

#### Delivered Services Input, Form 2016, for anyone served but not listed on pre-bill. A separate Form 2016 is required for each month of service when a resubmitted or supplemental claim is being made; and

#### Any other supporting documentation requested by the Department including but not limited to Form 3104A***.***

#### **Contractor will not be paid for services provided:**

#### Without a DFPS signed Form 2054, Service Authorization or,

#### Services provided outside the date range authorized date range on the Form, 2054, Service Authorization; or

#### Without the required supporting documentation.

#### **Due Date**

The Contractor must submit a signed and dated Department pre-bill, reflecting services authorized and delivered data by the fifteenth (15) of each month. Invoices must be received at the designated DFPS contract office.

Failure to submit invoices on time may be considered a contract compliance issue and be used in evaluating whether to renew or terminate the contract.

## Sufficient Resources

The Contractor should expect a two (2) month delay between the time the Contractor incurs costs and the time that DFPS makes payment for those costs.

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# Response Information and Requirements

## Use of Ideas by the State of Texas

DFPS reserves the right to use any and all ideas presented in an application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application. An Applicant may not object to the use of ideas that are not the Applicant’s intellectual property and so designated in the application that:

#### Are known to DFPS before the submission of the application,

#### Are in the public domain through no fault of DFPS, or

#### Become properly known to DFPS after application submission through other sources or through acceptance of the application.

## Property of DFPS

Except as otherwise provided in this PEN or the resulting contract, all products produced by Applicant as a result of this PEN or the resulting contract become the sole property of DFPS, including, without limitation, all plans, designs, software, and other contract deliverables.

#### If Applicant develops any copyrightable material as a result of this PEN or the resulting contract, then Applicant shall grant the State of Texas, DFPS, and the Health and Human Services Commission a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

#### This Section does not apply to any report, document, or other data, or any invention of Applicant which existed prior to, or was developed or discovered independently from, its activities related to or funded by this PEN or the resulting contract.

## Copyright Restrictions

DFPS will not consider an Application that bears copyright.

## News Releases

Prior to award, an Applicant may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After award, an Applicant must receive prior written approval from DFPS before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the DFPS Point of Contact identified in §1.4. This Section does not preclude business communications necessary for an Applicant to develop their response including discussions with potential subcontractors, or required reporting to shareholders or governmental authorities.

## Hold Firm Statement

Unless withdrawn under §4.13 of this PEN, Applicant's Response, as amended, will be firm and binding through the effective date of any contract awarded under this PEN. Applicant guarantee’s the delivery of all applicable services specified in this PEN at the payment rates specified through the period of performance of the contract awarded under this PEN, including any renewals.

## Costs Incurred

Applicants understand that issuance of this PEN in no way constitutes a commitment by DFPS to award a contract or to pay any costs incurred by an Applicant in the preparation of a response to this PEN. DFPS are not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## Attached Terms

Any terms and conditions attached to the response will not be considered unless specifically referred to in this PEN and may result in disqualification of the response.

## Errors within PEN

Applicants must notify DFPS of any ambiguity, conflict, discrepancy, exclusionary specifications, omission or other error in the PEN before submitting a response. If an Applicant fails to notify DFPS of these issues, it will submit a response at its own risk, and if awarded a contract:

#### Will have waived any claim of error or ambiguity in the PEN or resulting contract,

#### Will not contest DFPS’ interpretation of such provisions(s), and

#### Will not be entitled to additional compensation, relief or time by reason of the ambiguity, error, or its later correction.

## OPEN Cancellation/Partial Award/Non-Award

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

## Right to Reject Responses or Portions of Reponses

At its sole discretion, DFPS may reject any and all responses or portions thereof.

## Amendments to Responses

Applicants have the right to amend their responses at any time prior to contract award by submitting a written amendment to the Point of Contact, as designated in §1.4. DFPS may request modifications to response at any time.

## Joint Responses

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

## Withdrawal of Responses

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the Point of Contact, as designated in §1.4.

## Debriefing

Any Applicant who is not awarded a contract may request a debriefing by submitting a written request to the Point of Contact as provided in subsection §1.4 of this open enrollment. DFPS' debriefing provides information to the Applicant(s) on the strengths and weaknesses of their Application.

## Protest Procedures

An unsuccessful Applicant may protest an award decision as specified in Texas Administrative Code (TAC) Rules [§391.403](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=403) and [§391.405](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=405).

## Written Questions

#### **Format**

All questions and comments regarding this PEN must:

#### Be submitted electronically to the DFPS Point of Contact identified in §1.4, or submitted in writing at the solicitation conference;

#### Reference the appropriate PEN page and section number;

#### Be received no later than thirty (30) days prior to the PEN enrollment period closing date set forth in the Procurement Schedule in §1.5.

#### **Response to Questions**

DFPS may post responses to written questions on HHS Enrollment Opportunities website. Once posted on HHS Enrollment Opportunities website, responses are binding on DFPS and any Applicants.

#### All questions received may not be answered.

#### Similar questions may be combined prior to response.

#### Answers may be amended at any time prior to the PEN enrollment period closing date.

#### DFPS reserves the right to review questions, and determine applicability prior to inclusion on the posted Question and Answer document.

#### Questions received after the due date may be reviewed by DFPS but will not receive a response.

#### Prior to inclusion and posting of questions DFPS considers the following factors:

#### Applicability to the PEN;

#### Applicability to other possible Applicants to the PEN; and

#### Impact on Applicants’ approach to providing deliverables.

It is the responsibility of interested parties to periodically check HHS Enrollment Opportunities website for updates to the procurement prior to submitting an application. The Applicant’s failure to periodically check HHS Enrollment Opportunities website will in no way release the Applicant from “addenda or additional information” resulting in additional costs to meet the requirements of the PEN.

## Response Submission Instructions

It is Applicant’s responsibility to appropriately mark and deliver the application and related materials in response to this PEN by the response due date. Submission of an application does not execute a contract.

**DO NOT** submit an Application by both email and regular mail or delivery service.

#### **Electronic Submission**

Preferred method of application submission is via email submission to:

[Delayne.Williams@dfps.texas.gov](mailto:Delayne.Williams@dfps.texas.gov)

#### **Subject Line**

When submitted via email the electronically submission subject line should include: “HHS0000096 - Legal Name of Entity”

#### **Organization of Electronic Response**

Applicant must organize and submit electronically scanned and signed copy of its application in the following order and format. The completed electronic packet will include three attachments with the documents included in the following order within the attachments.

#### **Application and Contract (Form 2280PEN)**

All information must be provided as requested by the application form. Incomplete/partial applications may not be accepted.

#### **Application must be signed and dated**.

#### The Form 2280PEN, Application and Contract will be included in **File Folder 1**: Application and

#### Attachment A-3, Contractor Service Information should follow with the Application in **File Folder 1**.

#### **Supporting Documentation**

Supporting documentation will be included in **File Folder 1** following the 2280PEN Application and Attachment A-3, which includes documents such as credentials, insurance, and other requested documentation in the same order as they are requested in Form 2280PEN, Application and Contract.

#### Scan in the same order as the request appears within the Form 2280PEN and Attachment A-3, Contractor Service Information.

#### Attach as an attachment named “Supporting Documentation”.

#### **Required Forms (Package 3)**

Required forms are included as a part of this PEN in **File Folder 2**.

#### Applicant must return all required forms with the application response;

#### Forms must be signed where applicable; and

#### Scan in the same order as requested in the Required Forms list; and

#### Attach as an attachment named “Required Forms”.

#### **Additional Requirements**

#### Each document, as appropriate must bear original signatures where indicated.

#### The name of the Applicant must appear at the top right-hand corner of each page;

#### The solicitation number must appear at the top right-hand corner of each page under the Applicant's name;

#### All pages must be collated;

#### All pages must be sequentially numbered.

#### **Alternate Submission Regular Mail (Paper Copy PLUS Flash Drive)**

**DO NOT** submit an Application by both email and regular mail or delivery service.

Regular mail submission may be used to submit the completed Application, supporting documentation, and attachments as per the guidelines in this section.

#### One (1) original set of the application, related documentation and forms. Documents must be placed in a package and correctly identified with the PEN number and follow the additional guidelines in §4.17.1.3. It is Applicant’s responsibility to appropriately mark and deliver the application and related materials in response to this PEN.

#### The entire application package must be packaged in one or more Letter Size, 3.5 inch expandable pocket folders.

#### Label the expandable folders as follows:

#### **Line 1**: Applicant/Organization Name

#### **Line 2:** HHS0000096 – Supervised Visitation Services

#### For each set, include the following labeled dividers and place response items behind the appropriate divider:

| **Table 5 - Dividers Within Expandable Folders** | |
| --- | --- |
| **Divider Label** | **Items** |
| **Application** | Form 2280PEN, Application and Contract; and  Attachment A-3, Contractor Service Information |
| **Supporting Documentation** | Support documents required by Form 2280PEN and Attachment A-3 |
| **Required Forms** | Forms from Package 3 – Application Instructions and Required Forms |
| **Digital Copies** | Digital media as appropriate, see §4.17.1.2 for additional detail related to digital copies |

#### **Digital Copy**

Applicant is required to submit with the paper copy a flash drive with a copy of the complete application in the same file format as the electronic response submission in §4.17.1.

#### **Label the Digital Media Device**

Each device must be labeled with the:

#### Name of the Applicant; and

#### Procurement number.

#### **Delivery of Applications**

Applications must be submitted as instructed in §1.4.1, Table 1.

#### **Transmission via Fax**

Applications submitted via fax will not be accepted.

# Screening and Award

## Screening

DFPS will screen all Applications according to the evaluation process described in this section.

## Best Value Factors

In accordance with [1 TAC §391.131](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=15&ch=391&rl=121), the following best value factors will be considered in making contract award:

| **Table 6 - Best Value Factors** | | |
| --- | --- | --- |
| **Best Value Factor** | **Criterion Considered** | **Weight** |
| Delivery Terms & Conditions | A signed application indicates acceptance of the terms and conditions outlined within the:   * PEN Statement of Work; * All other terms in the PEN solicitation document; and * DFPS Vendor Uniform Terms and Conditions (UTC)   Any terms and conditions attached to the response application will not be considered unless specifically referred to in this PEN and may result in disqualification of the response. | Pass/Fail |
| Price | Submission of a response to this PEN will constitute acceptance of the rates specified in the Fee Schedule. | Pass/Fail |
| Minimum Qualifications Organization | Applicant organization must clearly meet the minimum qualifications.   * Service Experience Reference §2.7.1.1.1. * Financial Experience Reference §2.7.1.1.2. | Pass/Fail |
| Minimum Qualifications Supervisor | Applicant must clearly establish that individual who will serve as the supervisor meets the minimum qualifications.   * Education Reference §2.7.2.1.1.1. * Experience Reference §2.7.2.1.1.2. | Pass/Fail |
| Minimum Qualifications Observer | Applicant organization must clearly establish that they meet the minimum organizational qualifications.   * Education Reference §2.7.2.2.1.1. * Experience Reference §2.7.2.2.1.2. | Pass/Fail |
| Probable Performance Based on Past Contracts[[2]](#footnote-2) | Past performance based upon Texas Comptroller's Vendor Performance System:   * An acceptable score, if available; * Not on a Corrective Action Plan; * Not having repeated negative Performance Reports for the same reason; or * Not having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).   Contractor performance information can be located on the Comptroller's web site at:  <http://www.window.state.tx.us/procurement/prog/vendor_performance/>  Documented past performance based upon DFPS experience with the Applicant.  Documented past performance based upon DFPS Enterprise Agency experience with the Applicant.  Documented past performance based upon experience with any other governmental entity.   * **Note:** Applicant may be denied a contract or a contract already in existence maybe terminated if negative information becomes known to DFPS at a later date or during the contract term. | Pass/Fail |

In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Procurement and Support Services Vendor Performance Tracking System will be used in screening Applications submitted in response to this PEN to determine the best value for the State.

## Non-Responsive Applications

Unless subject to §5.4, an application will be considered non-responsive and will not be considered further when any of the following conditions occurs:

#### The Applicant fails to meet major PEN specifications;

#### The Applicant is not eligible under §1.7;

#### Applicant does not accept the rate established in the PEN;

#### **Opportunity to Reapply**

#### If an application is determined to be non-responsive while the procurement is still open, the Applicant may submit another complete application prior to the application deadline as long as the Applicant meets eligibility criteria as provided in §1.7 of this solicitation.

#### **No Responsive Applications**

If no responsive applications are received, DFPS reserves the right to award a contract based on noncompetitive negotiations in compliance with DFPS procurement policy.

## Corrections to a Response

[40 TAC §§732.215-217](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=40&pt=19&ch=732&sch=L&rl=Y) describe when DFPS may allow for corrections to a Response during the screening process. Allowable corrections include but are not limited to:

#### The application is not signed.

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

#### The Applicant fails to submit required supporting documentation or forms.

Corrections allowed to the Application must be made within the timeframes set by DFPS and meet any additional requirements specified by DFPS.

## Review and Validation of Applications

The Applicant must provide full, accurate, and complete information as required by this solicitation. As part of the review process, DFPS staff may validate any aspect of the Response. Validation may consist of on-site visits, review of records, and confirmation of the information submitted by the Applicant with the Applicant and third parties.

## Additional Information

By submitting a Response, the Applicant grants DFPS the right to obtain information from any lawful source regarding the Applicant’s and its directors’, officers’, and employees’:

#### Past business history, practices, and conduct,

#### Ability to supply the goods and services, and

#### Ability to comply with contract requirements.

By submitting a Response, an Applicant generally releases from liability and waives all claims against any party providing DFPS information about the Applicant. DFPS may take such information into consideration in evaluating Applications.

## Contract Award

DFPS intends to award contracts throughout the life of this posting and may award multiple contracts within a service delivery area, see §2.3. At the sole discretion of DFPS enrollment in an individual Service Delivery Area may be opened or closed as appropriate to meet the business needs of DFPS.

# Glossary

| **TERM** | **DEFINITION** |
| --- | --- |
| Accredited College or University | An institution and/or program, as applicable, currently accredited based upon compliance with the basic qualifications established by an accepted and valid higher education accrediting entity that is recognized as a reliable authority as to the quality of education (or training provided by the institution of higher education and the higher education program) by the United States Department of Education and, if applicable, the State of Texas. Otherwise, an entity is not acceptable unless agreed to in writing by DFPS. |
| Addendum | An addition or supplement to a solicitation document issued prior to the opening date. |
| Adult Participant | An adult whose contact with eligible children is being supervised by the Contractor. Participants may include (but are not limited to) parents; grandparents; relatives; and/or other caregivers or friends. |
| Aggregate Favorable Responses | The collection of favorable answers from all Caseworker or Supervised Visitation Satisfaction Survey Questionnaires, excluding N/A responses, into a whole mass or sum combined. |
| Aggregate Responses | The collection of all answers, excluding N/A responses, from all Caseworker or Supervised Visitation Satisfaction Survey Questionnaires into a whole mass or sum combined. |
| Agreement | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. For state contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Amendment | A formal revision or addition to a contract. |
| Award | The act of communicating acceptance of an offer to an Applicant, thereby forming a contract. |
| Behavior Redirection | Any method that is used to correct or improve interactions of the family members |
| Best Interests of the State | Most advantageous to the state in light of all relevant circumstances. |
| Best Value | The optimum combination of economy and quality that is the result of fair, efficient, and practical procurement decision-making and achieves procurement objectives. |
| Business Day | Any day other than a Saturday, Sunday, or day in which Texas state offices are authorized or obligated by law or executive order to be closed.  <http://sao.hr.state.tx.us/compensation/holidays.html> |
| Caregiver | An individual who attends to the needs of a child. |
| Case Record | Any documentation and materials in both the electronic file and external file associated with a specific case. |
| Child | A person under 18 years of age who is not and has not been married or who has not had the disabilities of minority removed for general purposes. |
| Child Safety | Child Safety is when there are no safety threats within the family or the parent possesses sufficient protective capacity to manage any threats. |
| Commission | Texas Health and Human Services Commission. |
| Complaint | A concern reported to DFPS contract staff about the Contractor’s professionalism and/or quality of work. |
| Confidential Information | Any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consist of:  (1) Confidential Client information, including Protected Health Information;  (2) All non-public budget, expense, payment and other financial information;  (3) All privileged Work Product;  (4) All information designated by DFPS or any other State agency as confidential, including all information designated as confidential under the Texas Public Information Act, Texas Government Code, Chapter 552;  (5) Unless publicly disclosed by DFPS or the State, the pricing , payments, and terms and conditions of the Agreement;  (6) Information that is utilized developed, received, or maintained by DFPS, the Contractor, or participating State agencies for the purpose of fulfilling a duty or obligation under this Agreement and that has not been publicity disclosed; and  (7) Any other information deemed confidential under state or federal confidentiality laws. |
| Conservatorship | Legal responsibility, rights and duties that define the relationship between a child and the persons(s) or entity appointed by a court to assume these responsibilities. |
| Contact | To get in touch with or communicate with via face-to-face, electronic communication (telephone, text, email, or computer/webcam) or letter. |
| Contract | A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. For state contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider. |
| Contract Action | The exercise of any action authorized under the terms of the contract related to the contract. Contract actions include, but are not limited to, modifications, renewals, and assessment of remedies. |
| Contract Management | Contract management is a core function that involves the continual monitoring of a contractor's performance to ensure its compliance with terms and conditions of a contract. It begins once all parties have signed a contract. |
| Contract Performance Measures Report | A reporting tool developed and prepared by DFPS to compare an individual Contractor’s performance to the target established for the Output or Outcome. |
| Contract Period | The period between the Effective Date and the Expiration Date of the Contract. |
| Contract Renewal | The act of time beginning with the commencement date or effective date of a contract and ending when the contract expires in accordance with its terms, or when it has been terminated. The contract term includes renewal options that have actually been exercised. |
| Contract Term | The period of time beginning with the commencement date or effective date of a contract and ending when the contract expires in accordance with its terms, or when it has been terminated. The contract term includes renewal options that have actually been exercised. |
| Contractor | An entity or person holding a written agreement with DFPS to provide goods and services, as well as all key personnel and principals/subcontractors (both individuals and legal entities) of the Contractor; Applicant who is awarded a contract pursuant to this PEN. |
| Court Appearance | Consists of an appearance at a court session or hearing with the intent to testify whether or not the testimony is actually provided. |
| Court Related Services | Appearance at a trial, deposition, or mediation at the request of CPS. |
| CPS | Child Protective Services, a division of Texas Department of Family and Protective Services. |
| Credentialing | The process of reviewing a potential provider's role, background check results, insurance coverage, licenses, experience and certifications to determine whether that provider meets the minimum requirements to provide the contracted service. |
| Credentialing Documents | Documents which support the provider met the required qualifications for provision of service, such as a license, background check results, and insurance coverage. |
| Cultural Competence | The ability of individuals and systems to provide services effectively to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals and protects and preserves their dignity. |
| Culturally Appropriate | Services are provided in a way that is respectful of the values, beliefs, traditions, customs, and parenting styles of the people that the provider serves. |
| Damages | Money claimed by, or ordered to be paid to, a person as compensation for loss or injury. The sum of money, which a person wronged, is entitled to receive from the wrongdoer as compensation for the wrong. |
| Data Source | The system or process from which information about a performance measure will be gathered. |
| Deliverable | A written, recorded or otherwise tangible work product prepared, developed, or procured by the contractor that is to be provided as part of the contractor’s obligations under the contract. A discrete type or increment of work. The work may involve the delivery of goods or services. |
| Department | Texas Department of Family and Protective Services |
| Deposition | Testimony given out of court under oath for later use in open court. |
| DFPS | Texas Department of Family and Protective Services |
| DFPS Vendor Uniform Terms and Conditions (UTC) | The terms and conditions applicable to any contract resulting from this PEN that governs the Application and any resulting contract. |
| Effective Date | The date of complete execution of the contract or the date upon which the parties agree the contract shall take effect. |
| Electronic State Business Daily (ESBD) | The electronic marketplace described in Texas Government Code, § 2155.083, where state agency procurement opportunities over $25,000 are posted. |
| Estoppel | A legal bar to alleging or denying a fact because of one’s previous actions or words to the contrary. |
| Expectation | Client's or Caseworker's perception of satisfaction as indicated by responses made to the items on the Supervised Visitation or Caseworker Satisfaction Survey Questionnaire. |
| Face-to-Face Contact | In person; directly. |
| Favorable Response | An affirmative answer such as yes, very satisfied, satisfied, strongly agree, agree or any other affirmative answer, as determined by DFPS. |
| Financial Audit | An independent audit to establish the reliability of an entity's financial information by determining whether the information is presented fairly in accordance with recognized criteria, performed in accordance with applicable auditing standards. Financial audits performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) also provide users information regarding the entity's internal controls and compliance with laws, regulations and provisions of contracts and grant agreements as they relate to financial transactions, systems and processes. |
| Financial Remedies | Liquidated damages reflecting loss and damages to the State due to Contractor failure to provide acceptable services as specified in the contract. |
| Financial Resources | Cash or cash equivalent resources of that are sufficiently liquid and available to the Contractor sufficient to meet the estimated minimum cash requirements for the DFPS Region in which services are provided. |
| Fiscal Monitoring | A review of a contractor's financial operations which may include a review of internal controls for program funds in accordance with state and/or federal requirements, an examination of principles, laws and regulations, and a determination of whether costs are reasonable and necessary to achieve program objectives. |
| Fiscal Year (State of Texas) | The period beginning September 1 and ending August 31 of each year. |
| Foster Child | A child who is in the conservatorship of DFPS. |
| Health and Human Services Agency | A state agency identified in § 531.001, Government Code. |
| Health and Human Services Commission (HHSC) | An agency of the state established by Government Code, Chapter 531. |
| Historically Underutilized Business (HUB) | A minority or women-owned business as defined by Government Code, Chapter 2161. |
| Indicator | The operational description of a performance measure. |
| Individual Cultural Competence | The knowledge, skill or attribute one has relative to cultures other than his/her own that is observable in the consistent patterns of an individual’s behavior, interaction and work related activities over time, which contributes to the ability to effectively and equitably meet the needs of families receiving services.  Individual Cultural Competence must be an on-going journey achieved through formal training and subsequent opportunities for open and honest discussions of racial and ethnic identity and the importance of a healthy racial and ethnic identity. |
| Initially Submitted Visitation Record | Means the first submission of the Visitation Record to the CPS Caseworker following the supervised visit being documented. |
| Intake | The act of receiving, logging, and creating an individual family file at the Contractor’s site indicating acceptance of the referral. |
| Invoice | A contractor’s bill or written request for payment under the contract for services performed. |
| Liquidated Damages | Amounts contractually stipulated as a reasonable estimation of actual damages to be recovered by one party if the other party breaches. The amounts that the parties agree on as liquidated damages will be fixed as the measure of damages for a breach, whether they exceed or fall short of the actual damages. Liquidated damages are appropriate only when it would be difficult or impossible to ascertain actual damage amounts, but they must also be reasonably related to what the actual damages are likely to be. If liquidated damage amounts are determined to be excessive they will be considered punitive, and therefore unenforceable. |
| Maltreatment | An incidence of physical, mental or emotional abuse or neglect of a child. |
| Management | The act or art of [managing](http://www.merriam-webster.com/dictionary/managing): the conducting or supervising of something, as a business. |
| Methodology | A general description of the process that is used to calculate a performance measure. |
| Minor Technicality | A requirement in a solicitation document that, if waived or modified when evaluating responses, would not give the respondent an unfair advantage over other respondents. |
| Negotiations | A consensual bargaining process in which the parties attempt to reach agreement on a disputed or potentially disputed matter. |
| Non-cooperative | Failure or refusal to cooperate, uncooperative. |
| Non-responsive | Noncompliance with a material aspect of the solicitation document resulting in a proposal being excluded from contract award consideration. |
| Observer | Individual assigned by and supervised by the Contractor qualified by education, experience, and knowledge to facilitate, supervise, observe, and report on the visit. Individual must be physically present for the entire visit. |
| Official Case Record | Any documentation and materials in both the electronic file and external file (primarily paper or photos) associated with a specific case. |
| Organizational Cultural Competence | A set of values, behaviors, attitudes, and practices within a system, organization, program or among individuals, which enables staff, subcontractors and volunteers to work effectively with families from other cultures.  Furthermore, it refers to their ability to honor and respect the beliefs, language, interpersonal styles, and behaviors of individuals and families receiving services.  The organization must demonstrate these values by providing formal education and on-going opportunities for staff, subcontractor and volunteer discussions to promote understanding of the importance of racial and ethnic identity for the CPS client family. |
| Outcome | A measure that demonstrates the effect a service has on clients, typically related to improvements in the lives of clients with regard to safety, permanency, and well-being or support for DFPS staff in meeting these goals. |
| Paid Unit of Service | Completed units of service that Contractor has billed and for which the Contractor has been paid. |
| Parent/Caregiver Protective Capacities | Parent/Caregiver Protective Capacities refers to personal cognitive, behavioral, and emotional characteristics that are specifically and directly associated with a person being protective of his or her child can be observed, understood and demonstrated as a part of the way a parent/caregiver thinks, feels, and acts that makes her or him protective “strengths” specifically related to keeping a child safe. |
| Performance Measure | A client outcome, a system improvement, or an administrative measure used to assess the performance of the Contractor. |
| Performance Period | The period of time during which performance will be measured. |
| Procurement | The acquisition of goods or services. |
| Procurement Protest Procedures | Procedures for resolving vendor protests relating to purchasing issues. |
| Professional and Respectful Manner | Behavior, appearance and interactions exhibit courtesy, consideration and competence. |
| Project Management | The act or art of [managing](http://www.merriam-webster.com/dictionary/managing) a project: the conducting or supervising of something (as a business project). |
| Proprietary | Products or services manufactured or offered under exclusive rights of ownership, including rights under patent, copyright or trade secret law. |
| Provider | Any individual providing services under a contract to a DFPS client under a contract award as a result of this PEN. |
| Purpose | The reason for inclusion of a performance measure. |
| Qualified Personnel | Persons with proper training and, in some cases, credentials. |
| Reasonable or Reasonably | In law, just, rational, appropriate, ordinary or usual in the circumstances. It may refer to care, cause, compensation, and a host of other actions or activities. |
| Referral | To assign or direct a client or family for services by a DFPS Service Authorization Form 2054. |
| Relative | A person related to a child by consanguinity (a close relation or connection) as determined under § 573.022, Government Code. |
| Remedies | Rights or opportunities under the terms of a contract or applicable law to take action against a contracting party to ensure performance or to redress wrongs. Some examples include the right to pursue actual damages, require corrective action plans, assess liquidated damages, seek an injunction, withhold payment, or terminate the contract. |
| Respondent | A person or entity submitting a Response also called an Application to this PEN. |
| Response | A set of documents submitted in response to a PEN by an Applicant as a response to provide the services solicited binding on the Applicant once accepted by DFPS. |
| Responsive | The respondent has complied with all material aspects of the solicitation document, including submission of all required documents. |
| Safety | Secure from maltreatment or the risk of maltreatment. |
| Safety Threats | Safety threats are dynamics, conditions, or situations in a home that, alone or in combination, could indicate or contribute to an existing or developing danger for children. |
| Satellite Office | Any office, other than the contractor's main office, where services are provided by the contractor, employees, or subcontractors. |
| Sequestration | Automatic spending cuts required under the Federal 2011 Budget Control Act. The act requires $1.2 trillion in automatic cuts to mandatory and discretionary programs, to begin in 2013. |
| Service Delivery Area | A geographical area designated by DFPS, within which contracted services may be provided. |
| Service Providers | Persons providing services under contract to DFPS or subcontract to the primary provider. |
| Siblings | Children having one or both parents in common |
| Software | All operating systems and applications used by the Contractor to provide the services described in this PEN. |
| Solicitation | A document requesting submittal of a response to provide goods or services in accordance with the advertised specifications. |
| Specifications | A description of what DFPS requires and what an Applicant must provide. The written statement or description and enumeration of particulars of goods to be purchased or services to be performed. |
| State | The state of Texas. |
| State Agency | Agency of the State of Texas as defined in Texas Government Code §2056.001. |
| Subcontract | A subcontract is a written contract that assigns some of the obligations of a prime contract to a third party selected by the prime contractor. The third party assumes some of the obligations of the primary contractor. The prime contractor remains completely responsible to DFPS for all actions carried out by the subcontractor. |
| Subcontractor | Any individual or entity that has entered into a contract with the prime DFPS contractor to assume some of the obligations of the prime contractor. |
| Supervisor | The person who manages the activities of all parties prior to, during and after the visit on behalf of the Contractor including any persons acting as the Observer to facilitate the visit. |
| Unit of Service | For Supervised Visitation Services is an hour of face to face visit time as authorized by DFPS. The unit of service includes all direct and indirect activities required to accomplish Statement of Work specifics detailed in §2. |
| Valid Service Authorization, Form 2054 | A Form 2054 that at a minimum Includes:   * Issuance to the correct Contractor, * A service begin date that is no earlier than the date of receipt, and * CPS staff signature, date, and any special approvals such as location of service provision. |
| Validated Complaint | A complaint DFPS contract staff has determined is supported by the information gathered about the complaint. |
| Whole Percentage Point | Each percentage point less than one whole percentage point is rounded up to a whole percentage point if .5 or greater and rounded down to 0 if less than .5. |

# ATTACHMENTS AND FORMS

## A-1: Performance Measures



#### For informational purposes only a copy of Supervised Visitation Services Caseworker Satisfaction Survey Questionnaire can be viewed at the following link:



## A-2: Fee Schedule



## Form 2280PEN: Application and Contract



## A-3: Contractor Service Information



## Attachment B Application Instructions and Required Forms

Forms must be closely read and carefully completed. A complete answer includes a written response and any supporting documents required by the form. Complete and submit forms in the order presented.



1. [1] *DFPS accepts applications throughout the enrollment period, award recommendations are made as screening is completed.  Applicants should not wait until the end of the enrollment period to submit applications.* [↑](#footnote-ref-1)
2. DFPS is required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS).  VPTS entries may provide DFPS with important information prior to making a contract award.  DFPS may also use other past performance records including but not limited to our own records, records of other contractors including private contractors, and public records to access past performance. [↑](#footnote-ref-2)