

**Jaime Masters, DFPS Commissioner**

**Open Enrollment**

**for**

**Out-of-State Adoption Services**

**Statewide**

**Enrollment Number: HHS0007902**

**Open Enrollment Period Begins on August 13, 2020**

**Open Enrollment Period Closes on August 31, 2025**

**NIGP Class/Item Code:**

* 1. **Adoption Services**

**Addendum #4 – 01/20/2023**

 **Addendum #3- 05/17/2021**

 **Addendum #2 – 05/04/2021**

 **Addendum #1- 03/22/2021**

**Table of Contents**

[1. GENERAL INFORMATION 4](#_Toc41668430)

[1.1 Introduction 4](#_Toc41668431)

[1.2 Point of Contact 4](#_Toc41668432)

[1.3 Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements 4](#_Toc41668433)

[1.4 Open Enrollment Schedule 4](#_Toc41668438)

[1.5 Open Enrollment Background 5](#_Toc41668441)

[1.6 Eligible Applicants 5](#_Toc41668445)

[1.7 Open Enrollment Application Contract Documents 6](#_Toc41668454)

[1.8 Delegation of DFPS Authority 6](#_Toc41668458)

[1.9 Texas Public Information Act 6](#_Toc41668459)

[1.10 Use of Ideas by the State of Texas 7](#_Toc41668460)

[1.11 Copyright Restrictions 7](#_Toc41668462)

[2. STATEMENT OF WORK 8](#_Toc41668464)

[2.1 Need for Service 8](#_Toc41668466)

[2.2 Eligible Population 8](#_Toc41668467)

[2.3 Client Characteristics 8](#_Toc41668469)

[2.4 Service Delivery Areas 9](#_Toc41668471)

[2.5 Service Authorization 9](#_Toc41668472)

[2.6 Confidentiality of Photographs and Social Media 10](#_Toc41668473)

[2.7 Working with Adoptive Families 11](#_Toc41668474)

[2.8 Pre-Placement Adoption Services 13](#_Toc41668475)

[2.9 Adoption Placement Services 13](#_Toc41668477)

[2.10 Pre-Placement Visits 14](#_Toc41668479)

[2.11 Placement 15](#_Toc41668481)

[2.12 Adoption Placement Documentation 15](#_Toc41668482)

[2.13 Post-Placement Services 17](#_Toc41668484)

[2.14 Court Related Services 21](#_Toc41668486)

[2.15 Contractor M Qualifications 21](#_Toc41668487)

[2.16 Contractor Minimum Insurance Requirements 25](#_Toc41668489)

[2.17 Contractor Notice to DFPS of Any Material Changes 27](#_Toc41668504)

[2.18 Personnel Policies 27](#_Toc41668506)

[2.19 Client Records 27](#_Toc41668508)

[2.20 Service Provider Records 28](#_Toc41668510)

[2.21 Other Staff, Subcontractor or Volunteer Records 28](#_Toc41668512)

[2.22 Required Reports & Forms 28](#_Toc41668514)

[2.23 Program and Service Provision Forms 29](#_Toc41668515)

[2.24 Performance Measures 31](#_Toc41668517)

[3. SERVICE UTILIZATION AND PAYMENT 35](#_Toc41668518)

[3.1 Funding 35](#_Toc41668520)

[3.2 Service Utilization 35](#_Toc41668522)

[3.3 Fee Table 36](#_Toc41668523)

[3.4 Method of Payment 38](#_Toc41668525)

[4. APPLICATION SUBMISSION & SCREENING 39](#_Toc41668527)

[4.1 Open Enrollment Cancellation or Non-Award 39](#_Toc41668529)

[4.2 Joint Applications 39](#_Toc41668531)

[4.3 Withdrawal of Applications 39](#_Toc41668533)

[4.4 Application Submission Instructions 39](#_Toc41668535)

[4.5 Organization of Electronic Submission of Application 39](#_Toc41668537)

[4.6 Costs Incurred 39](#_Toc41668539)

[4.7 Screening 40](#_Toc41668541)

[4.8 Additional Information 40](#_Toc41668543)

[4.9 Debriefing 40](#_Toc41668545)

[5. ATTACHMENTS TO THIS OPEN ENROLLMENT 41](#_Toc41668547)

[5.1 Out-of-State Adoption Services Open Enrollment Application and Required Forms 41](#_Toc41668549)

[6. Definitions 42](#_Toc41668550)

1. **GENERAL INFORMATION**

* 1. **Introduction.** The Health and Human Services Commission (HHSC) on behalf of the Department of Family and Protective Services (DFPS or Department) Child Protective Services (CPS) is issuing this Open Enrollment to enter into contracts with qualified Applicants for Out-of-State Adoption Services, which ensures the safety, permanency, and well-being of children who cannot return to their families.
	2. **Point of Contact.** The sole point of contact for questions and communications for this Open Enrollment is Delayne Williams at delayne.williams@dfps.texas.gov.
	3. **Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcements.** HHSC Procurement and Contracting Services (PCS) will post all official communication on behalf of DFPS for this Open Enrollment on the HHS Enrollment and Electronic State Business Daily (ESBD) site at:

HHS Enrollment (<https://apps.hhs.texas.gov/pcs/openenrollment.cfm>)

[ESBD](file:///C%3A%5CUsers%5Cwillial6%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CBHVFUC3W%5CESBD) (<http://www.txsmartbuy.com/sp>)

* + 1. DFPS reserves the right to revise this Open Enrollment at any time, including the closing date of this Open Enrollment. Applicants must comply with any changes, amendments, or clarifications posted to the HHS Enrollment and ESBD site by HHSC PCS.
		2. It is the responsibility of the potential Applicant to check the HHS Enrollment and ESBD site periodically for any updates to this Open Enrollment and to comply with these requirements. The Applicant’s failure to periodically check the HHS Enrollment and ESBD site will in no way release them from any responsibility or additional costs to meet the requirements of complying with the Open Enrollment and resulting Contract.
	1. **Open Enrollment Schedule**

| **Table 1 - Procurement Schedule** |
| --- |
| Open Enrollment Period Opens | ***August 13, 2020*** |
| Open Enrollment Period Closes | ***August 31, 2025*** |
| Anticipated Contract Start Date | ***No earlier than September 1, 2020*** |

* + 1. DFPS may adjust the closing date for this Open Enrollment to meet DFPS’ and its clients’ needs. Furthermore, DFPS may re-open this Open Enrollment, the enrollment period to add a specific Region to meet DFPS’ needs.
		2. All Adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (See Section 1.3).
	1. **Open Enrollment Background**
	2. 1. **DFPS Mission.** The mission of DFPS is to promote safe and healthy families and protect children and vulnerable adults from abuse, neglect, and exploitation.
		2. **CPS Purpose.** The purpose of the Child Protective Services (CPS) Program is to keep children safe while partnering with parents and other family members, the community, and our providers to achieve permanency and improve child well-being.
	3. **Eligible Applicants.** To be eligible to receive a Contract award through this Open Enrollment, Applicants must comply with the following:
	4. 1. Submit an Out-of-State Adoption Services Application and Required Forms (See Section 5.1).
		2. Not be debarred from receiving any federal or state funds at the time of the Contract award.
		3. Be legally authorized to do business in the State of Texas and determined to be "Active" by the Texas Comptroller of Public Accounts. Applicants can check their status at:

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

* + 1. Hold a valid and current Child-Placing Agency License (License). Provide a copy of the Applicant’s valid and current Child-Placing Agency license issued by the state in which the adoption services are to occur to provide adoption services. **Note: A provisional license is not acceptable.**
		2. Comply with Insurance requirements in Section 2.16.
		3. Accept the requirements of this Open Enrollment by executing the Application in Section 5.1.
	1. **Open Enrollment Application Contract Documents**

The Applicant, if awarded a Contract for this Open Enrollment, will be referred to as a “Contractor,” and agrees to comply with this Open Enrollment, the Out-of-State Adoption Services Contract executed between the Parties, DFPS Vendor Uniform Terms and Conditions, and DFPS Vendor Supplemental and Special Conditions for Regional Contracts, which are located on the DFPS public website, Doing Business With DFPS, Contracting Forms: <https://www.dfps.state.tx.us/Doing_Business/forms.asp>

* 1. 1. If awarded a Contract, the Applicant will execute an Out-of-State Adoption Services Contract prepared by DFPS.
		2. The Contract term will begin no sooner than September 1, 2020 and will end on August 31, 2025.
	2. **Delegation of DFPS Authority.** State and federal laws generally limit DFPS’s ability to delegate certain decisions and functions to a Contractor, including but not limited to policy-making and final decision-making authorities on the acceptance or rejection of services provided under a Contract.
	3. **Texas Public Information Act.** Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and [Government Code Chapter 552](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm). DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

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

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

Attorney General’s website: <http://www.oag.state.tx.us>, <http://www.oag.state.tx.us/open/index.shtml>

Public Information Handbook: <https://www.texasattorneygeneral.gov/files/og/publicinfo_hb.pdf>

* 1. **Use of Ideas by the State of Texas.** DFPS reserves the right to use any and all ideas presented in an application unless the Applicant presents a valid legal case that such ideas are a trade secret or confidential information and identifies the information as such in its application. An

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

* 1. **Copyright Restrictions.** DFPS will not consider any application that bears a copyright.
1.
2. **STATEMENT OF WORK**
3. 1. **Need for Service**

DFPS ensures the safety, permanency, and well-being of children who cannot return to their families. To meet the needs of these children, DFPS purchases Out-of-State Adoption Services.

The Contractor responsible for providing Out-of-State Adoption Services must provide support services before, during, and after placement until the adoption is consummated in compliance with:

[Residential Child Care Licensing Minimum Standards for Child Placing Agencies](https://hhs.texas.gov/sites/default/files/documents/doing-business-with-hhs/provider-portal/protective-services/ccl/min-standards/chapter-749-cpa.pdf)

Texas Child Protective Services policy as outlined in the [Child Protective](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_6900.asp#CPS_6900) [Services Handbook § 6900](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_6900.asp#CPS_6900).

The Contractor must also comply with the laws and regulations of the State of Texas, outlined in [Texas Family Code §162](https://statutes.capitol.texas.gov/Docs/FA/htm/FA.162.htm) and the [Texas Administrative Code §749](https://texreg.sos.state.tx.us/public/readtac%24ext.viewtac).

More information regarding the adoption of children through the Texas DFPS may be attained by visiting the [Texas Adoption Resource Exchange (TARE)](http://www.adoptchildren.org/) website.

* 1. **Eligible Population**

 DFPS will work in collaboration with Child-Placing Agencies to provide an array of support services that lead to the consummation of adoptions of children ages zero to 17 in DFPS Conservatorship.

* 1. **Client Characteristics**

The target populations for Out-of-State Adoptive Services are children in the Conservatorship of Texas Department of Family and Protective Service that meet the following criteria:

* + 1. The child is in the managing Conservatorship of DFPS;
		2. The permanency planning goal for the child is Adoption; and
		3. The child is legally available for adoption (the parents are deceased, or their parental rights have been terminated).

* 1. **Service Delivery Areas**

Children served by Out-of-State Adoption Services are located throughout the eleven (11) [DFPS geographic regions within the State of Texas](file:///C%3A%5CUsers%5Cwillial6%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CBHVFUC3W%5CDFPS%20geographic%20regions%20within%20the%20State%20of%20Texas).

* 1. **Service Authorization**
		1. Service Authorization and Referral Process.

Following contract execution, the Contractor must have a signed and dated Service Authorization, form 2054 prior to providing Adoption Placement or Post-Placement Services.

* + 1. The Contractor accepts performing all services specified within the contract Initiated by the DFPS Service Authorization Form 2054. The Contractor must Retain a copy of each Service Authorization, Form 2054 in the applicable client's case files.
1. Authorization Form

Only services authorized on a Valid Service Authorization, Form 2054 may be billed.

1. A current Form 2054 must be on file prior to services being rendered.
2. Form 2054 authorizing the service, must be maintained in each client's record as basis for payment from DFPS.
3. Unauthorized Claims

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

1. Service types not authorized; or
2. Services delivered by a person not meeting the minimum qualifications.
	* 1. Child Placing Authority

The Contractor acknowledges:

1. DFPS has the sole discretion to place child(ren) for adoption through a CPA it deems appropriate;
2. DFPS has the sole discretion to remove any child(ren) from the CPA; and
3. this contract does not guarantee any service utilization or the placement of any child or children with the Contractor.

* + 1. Reimbursement from Prospective Adoptive Families

The Contractor may not seek or accept reimbursement from prospective adoptive families who DFPS selects for its child(ren) and to whom the Contractor provides adoption services. If a prospective adoptive family pays a fee, the Contractor will reimburse the adoptive family at the time of placement.

* + 1. Federal Placement Compliance

The Contractor will comply with all provisions of:

1. The Indian Child Welfare Act of 1978;
2. The Multi-Ethnic Placement Act or 1994 as amended by the Interethnic Adoption Provisions of 1996;
3. The Adoption and Safe Families Act of 1998; and
4. The Texas Family Code, specifically including [§ 162.308](https://statutes.capitol.texas.gov/Docs/FA/htm/FA.162.htm).

* 1. **Confidentiality of Photographs and Social Media**

The Contractor must not release or otherwise use an image or video of a child in DFPS conservatorship without prior approval from DFPS.

* + 1. DFPS approval is contingent upon the following considerations:
1. Is this in the best interest of the child;
2. Would this pose a potential threat to the child’s health or safety;
3. Would this stigmatize the child in any way;
4. Is this for commercial use, publicity, financial gain; or
5. Is this for similar gain for the Contractor or another party?
	* 1. The Contractor must not disclose that the child is in the conservatorship of DFPS.
		2. Use of the Child’s Image

The Contractor is not required to receive prior written permission from DFPS when the following conditions are in effect:

1. The image or video is released or otherwise used by the child or

caregiver to the child’s friends or to the Caregiver’s friend or family

including but not limited to school pictures traded with peers or a

family photo sent in a holiday card;

1. The image or video is released by the child or caregiver to the child’s biological family; or
2. The image or video is used as a normal part of a school or extracurricular activity, including but not limited to photos published in the school yearbook or a church newsletter, photos of Honor Roll students published in the local newspaper, a group photo of a scout troop distributed to all the troop members and posted on community youth center bulletin board, photos of the sports team posted in a school showcase, or other similar publication.
	* 1. Other Releases

Any other release or use of image or video of a child who is in DFPS conservatorship by the adoptive family must be approved in writing by the primary DPFS CPS Caseworker or their Chain of Command.

See CPS Policy Handbook [1456 Releasing or Using Children’s Photographs or Images](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_1455.asp#CPS_1456).

* 1. **Working with Adoptive Families**

If applicable for Out of State Adoption providers based on their State’s laws:

* + 1. Citizenship for Relative Adoption Families. There may be situations where a prospective adoptive parent is pursuing approval for an adoption only home study and does not hold the required citizenship or immigration status or cannot provide proof of his or her status.
1. The Contractor must create a process for this situation.
2. The Contractor should consider:
3. the citizenship or immigration status of the child being considered for adoption;
4. the relationship between the child and the prospective adoptive parent (relative or fictive kin);
5. if the prospective adoptive parent is fictive kin, be able to provide the length and extent of the relationship between the prospective adoptive parent and child or child’s family;
6. how the prospective adoptive parent is able to meet the child’s needs, including financial, physical, emotional, developmental, educational, medical, and social needs;
7. whether the prospective adoptive parent is able to provide for the child’s safety and well-being;
8. why it is in the child’s best interest to be adopted by the prospective adoptive parent;
9. all known information about the prospective adoptive parent’s immigration status;
10. how long the prospective adoptive parent and family have lived in the United States, and in his or her community within the United States;
11. information about the prospective adoptive parent’s community or religious connections; and
12. the plan for the child if the prospective adoptive parent is deported.
13. DFPS maintains the right not to consent to the adoption if it is not in the child's best interest.
	* 1. Divorce exceptions for Relative Adoptive Families. If a prospective adoptive parent is separated from a spouse, he or she must not be approved as an adoptive parent until the divorce is final, unless it is in the best interest of the child.
14. The Contractor must create a process to allow an adoption by a prospective adoptive parent whose divorce is not final.

1. The Contractor should consider whether:
2. The prospective adoptive parent has a pre-existing relationship with the child.
3. The prospective adoptive parent has a pre-existing relationship with the child’s birth family.
4. Placing the child with the prospective adoptive parent would allow the child to maintain a familial relationship with a sibling.
5. The prospective adoptive parent can meet the child’s particular needs (current and long-term).
6. DFPS maintains the right to not consent to the adoption if it is not in the child's best interest.
	1. **Pre-Placement Adoption Services**

The scenarios in which DFPS would seek to contract with an Out-of-State Adoption Services Contractor for the provision of Adoption Placement Services and Post-Placement Adoption Services with families that reside outside the State of Texas include, but are not limited to:

* + 1. The child (ren) who have an existing relationship with the prospective adoptive family;
		2. The child (ren) who are already placed with the family and services are contracted for the placement to be changed from a temporary placement to an adoptive placement; and/or
		3. The adoptive family who meets the requirements for an adoptive home and is selected as a match for the placement of a specific child or children.
	1. **Adoption Placement Services**

Contractor must complete the following Adoption Placement Activities prior to the completion of the Adoption Placement, regardless of whether the child is currently placed in the home selected for an adoptive placement.

* + 1. Case Review

The Contractor will obtain the child’s case record and e-mail approval from the child's DFPS CPS Caseworker to allow confidential information about the child to be shared with the prospective adoptive family.

1. The Contractor will fully review the child’s case record received from DFPS to:
2. ensure all information is shared with the adoptive family, and
3. ensure that the impact of an adoptive placement of a special needs child on the adoptive family has been thoroughly discussed with the family.
4. Upon approval from DFPS, the Contractor will:
5. provide the adoptive family the child’s de-identified Health, Social, Educational, and Genetic History (HSEGH) reports; and case record received from the DFPS CPS Caseworker for review;
6. document the action as verification of compliance with Texas Family Code link ([HSEGH is TFC §162.005 – §162.008](https://statutes.capitol.texas.gov/Docs/FA/htm/FA.162.htm)); and
7. [Child Protective Services Handbook §6000](https://www.dfps.state.tx.us/handbooks/CPS/Menu/MenuCPS6000.asp).
8. The date and manner in which the information was shared will be documented in the family case file.
9. The Contractor will provide DFPS required information for requests under the Interstate Compact on the Placement of Children (ICPC) as requested.
10. The Contractor will prepare the family for a presentation staffing and participate with the family.
11. The Contractor will assist adoptive parents in applying for Adoption Assistance and Medicaid.
12. The Contractor will provide information and explain the benefits and resources available to the prospective adoptive parents through:
13. the Texas Adoption Assistance Program, if the child (ren) meets

the criteria for eligibility; <http://www.dfps.state.tx.us/Child_Protection/Adoption/adoption_assistance.asp>

1. the Texas [Post Adoption Services](https://www.dfps.state.tx.us/Adoption_and_Foster_Care/About_Adoption/assist.asp#postadopt) that provide an array of adoptive family support services; <https://www.dfps.state.tx.us/Child_Protection/Adoption/adoption_support.asp#postadopt> ;
2. the [Federal Adoption Tax](http://www.irs.gov/taxtopics/tc607.html) Credit; <https://www.dfps.state.tx.us/Adoption_and_Foster_Care/About_TARE/Adoption/financial.asp#taxcredit>; and
3. The state tuition and fee waiver; https://www.dfps.state.tx.us/Child\_Protection/Youth\_and\_Young\_Adults/Education/state\_college\_tuition\_waiver.asp .
	1. **Pre-Placement Visits**

The Contractor providing Out-of-State Adoption Placement Services will arrange as many pre-placement visits as are necessary based on the needs of the child and develop an [Adoption Plan](http://www.dfps.state.tx.us/PCS/Regional_Contracts/forms.asp#Adoption_Services), a joint agreement with DFPS, in accordance with [Texas Administrative Code §749.3371](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=26&pt=1&ch=749&rl=3371).

* + 1. Requirements for pre-placement as guided by [Minimum Standards for Child Placing Agencies;](http://www.dfps.state.tx.us/documents/Child_Care/Child_Care_Standards_and_Regulations/749_CPA.pdf) are contingent on the age of child/children.
		2. At a minimum the Contractor will arrange and provide face-to-face pre-placement visits according to adoption best practice as outlined in the [Adoption Resource Guide](https://www.dfps.state.tx.us/handbooks/CPS/Resource_Guides/Adoption_Resource_Guide.pdf) and include at least:
1. an initial face-to-face pre-placement visit; and
2. a minimum of one (1) overnight pre-placement visit between the child and the prospective adoptive family (the overnight visit is required, unless waived in writing by DFPS).

* 1. **Placement**

 Upon successful completion of the pre-placement visits the Contractor will seek a written approval from the DFPS CPS Caseworker to progress with the Adoptive Placement.

* + 1. The Contractor will complete the Adoption Placement Documentation and submit via fax or secure email transmission to the DFPS CPS Caseworker for final review.
		2. The Contractor must complete the placement according to policy outlined in the [CPS Handbook in § 6943](https://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_6900.asp#CPS_6943).
		3. DFPS will continue to retain managing Conservatorship of the child until the adoption is finalized.
	1. **Adoption Placement Documentation**

At placement of the child in the adoptive home, the Contractor is responsible for obtaining and maintaining in the adoptive family case file, and a signed copy of:

* + 1. Adoptive Placement Agreement Form [2226](http://www.dfps.state.tx.us/pcs/regional_contracts/forms.asp#Adoption_Services);
		2. Placement Summary Form 2279; and
		3. Designation of Medical Consenter for Non-DFPS Employee

 Form [2085-B](http://www.dfps.state.tx.us/pcs/regional_contracts/forms.asp#Adoption_Services).

* + 1. Adoptive Family Case File Documentation.

In addition, the Contractor is responsible for obtaining the following records in order to complete an Adoptive Placement:

1. Home Screening

The Contractor will provide documentation to DFPS that a home screening has been completed on the home by the Child-Placing Agency (CPA) that meets minimum regulatory standards for the state in which the adoption services are to occur prior to DFPS considering a child for placement in the home.

1. Household Members [Background Checks](https://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/Criminal_Convictions.asp)

The Out of State Adoption Services Contractor must submit

documentation to the DFPS CPS Caseworker verifying criminal history checks have been conducted on all persons 14 years or older residing in the prospective adoptive home prior to the placement of a child or

children.

1. Training for Adoptive Homes

Contractor must provide training for the prospective adoptive family on the specific topics listed below:

1. The role of CPS, the child’s CPS worker, and the CPS Foster and Adoption worker;
2. The role of the Private Agency and the family’s adoption worker;
3. Grief and Loss;
4. Attachment;
5. Types of Abuse/Neglect;
6. The impact of Abuse/Neglect on children;
7. Definition of special needs children;
8. Biases and attitudes that negatively impact Special Needs Adoptions;
9. Sibling placements\*;
10. Multi-Ethnic Placement Act-Interethnic Provisions;
11. Trans-racial and cross-cultural placements, including issues to consider and specific ways to support the families;
12. General selection process/matching child and family\*;
13. General presentation process\*;
14. Transitioning a child and family from foster care to adoption;
15. Preparing families to be an adoptive placement for children in foster care;
16. Legal risk placements\*;
17. Pre-placement visits\*;
18. Adoption plan of service\*;
19. Indicators for disruption/dissolution and ways to prevent it; and
20. Services available for adoptive families that are available through the regional Post Adoption Contractor.

Resources for developing training on these topics can be found in:

1. [Special Needs Adoption Training Curricula Resources for](http://www.dfps.state.tx.us/Training/Trauma_Informed_Care/default.asp) [Contractors](http://www.dfps.state.tx.us/Training/Trauma_Informed_Care/default.asp) which is posted on the DFPS Regional CPS Contracting Forms website: <https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Regional_CPS_Contracts/forms.asp#Adoption_Services>
2. The adoption curriculum topics are available in The National Adoption Competency Mental Health Training Initiative (NTI). NTI is an evidence-based and trauma informed web-based training. NTI was funded through the Children’s Bureau and the Center for Adoption Support and Education (C.A.S.E.) and is available free of charge on both domains. The training can be accessed at <https://adoptionsupport.org/nti/>

\* These topics are not covered by NTI and will need supplemental training.

* 1. **Post-Placement Services**

Once the Out-of-State Adoptive Placement has been made, the Contractor is responsible for providing ongoing services to the child and the prospective adoptive family during the adoptive placement. These responsibilities include:

* + 1. Supervising the Adoptive Placement

The Contractor will visit the child and the adoptive family according to child and family needs. The Contractor will begin providing Post Adoption information in preparation toward Post Adoption resources and support.

1. The following are the minimum requirements for the timeframes in which contact must be made prior to the consummation of the adoption:
2. Upon placement of a child with an adoptive family, the Contractor must make the first home visit to the child and adoptive family within two (2) weeks of the placement.
3. Contractor must make subsequent, face-to-face visits with the adoptive family and child at least once a month or more frequently according to the needs of the child and family.
4. At least one (1) face-to-face contact must take place at the residence each month.
5. At least two (2) of the monthly contacts during the first six (6) months must include all family members living in the home.
6. The amount and type of contacts will depend on the child and family’s needs.
7. The child must reside with the adoptive family for a minimum of 6 months prior to the Adoption Consummation. For more information see Texas Family Code [§162.009](https://statutes.capitol.texas.gov/Docs/FA/htm/FA.162.htm#162.009) Residence with Petitioner.
8. If the adoption is not consummated after the first 6 months, monthly contact requirements must continue unless DFPS has approved a different visitation schedule in writing.
9. The Contractor must establish well planned and documented visits focused on issues pertinent to case planning and service delivery to ensure the safety, permanency, and well-being of the child.
	1. These visits must focus on the child’s bonding and adjustment to the new adoptive family;
	2. the needs of the adoptive family in caring for the child; and
	3. the issues identified in the adoptive plan of service.
	4. For further instruction on the content of the visits, reference the [CPS Handbook](file:///C%3A%5CUsers%5CTAVELLB%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CYWHEOQE7%5CCPS%20Handbook%20%C2%A7%20%206951.1%2C6951.2%2C%206951.3%20and%206952.4) § [6951.1](https://www.dfps.state.tx.us/handbooks/CPS/Menu/MenuCPS6000.asp),[6951.2](https://www.dfps.state.tx.us/handbooks/CPS/Menu/MenuCPS6000.asp), [6951.3](https://www.dfps.state.tx.us/handbooks/CPS/Menu/MenuCPS6000.asp) and [6952.4](https://www.dfps.state.tx.us/handbooks/CPS/Menu/MenuCPS6000.asp).
10. If the Contractor identifies issues or prospective issues that may interfere with the success of the adoption, the Contractor must inform DFPS of the issue(s) both verbally and via email within one (1) business day of the date the issue was identified.
	* 1. Sibling Contact

The Contractor will participate in the facilitation of DFPS approved personal contact with a child's sibling who is in foster care or siblings placed in a separate adoptive home, regardless of adoption status.

1. It is anticipated that the visitations will be in accordance with [DFPS Policy 6416.1 Sibling Visitation](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_6400.asp%22%20%5Cl%20%22CPS_6416_1).
2. When siblings are separated, then the frequency of sibling communication is anticipated to be, at a minimum, twice monthly utilizing other forms of contact such as:
3. Phone calls and texts;
4. Letters;
5. Social media contact; and
6. Video conferences, Skype, or FaceTime.

This method of contact does not prohibit face-to-face contact when it can occur.

1. Contact activities between siblings will not be directed by the Contractor.

1. Exceptions to the sibling contact and communication requirements include when sibling contact is:
2. Prohibited by court order;
3. Justified restriction by the adoptive parent(s) of the child's sibling already consummated that it's not in their best interest;
4. DFPS has determined and documented in the Child’s Plan of Service (CPOS) that visitation or ongoing interaction between siblings would not be in the child’s best interest, and the court has not ordered this visitation to occur;
5. Contrary to the best interest of the children as reflected in any of the CPOS of the siblings; or
6. Discouraged by a mental health professional treating any of the siblings.
	* 1. Progression to Consummation

The Contractor will obtain the DFPS CPS Caseworker’s written consent in advance that an adoption is in the best interest of the child and should be consummated. DFPS will provide consent if the Contractor has met the following conditions in the opinion of DFPS:

1. The Contractor has supervised the child's placement in the selected home for at least six (6) months;
2. The Contractor has provided DFPS with required written reports about the placement (case notes of home visits, monthly home visit case notes, and updated Adoption Plan of Service); and
3. All legal and policy requirements for completing an adoption have been met.
	* 1. Delays in Consummation

If the adoption is not consummated and finalized within one (1) year after the initial placement, and the placement is still intact, the Contractor will contact the DFPS CPS Caseworker to coordinate a review of the placement to develop a revised Adoption Plan of Service.

* + 1. Disrupted Placement

The Contractor must make all reasonable attempts to meet the needs of the child and family in order to prevent placement disruption.

1. Reasonable attempts include, but are not limited to:
2. Meeting with the child and adoptive family face-to-face to discuss issues, needs and possible solutions for maintaining the placement;
3. Providing additional training to the adoptive family based on the needs of

the situation;

1. Providing a therapist’s services to the child and adoptive family;
2. Contacting the local mental health authority and requesting services;
3. Using all Medicaid and community resources available;
4. Providing intermittent alternative care if the adoptive family needs it; and
5. Notifying legal parties to discuss possible solutions for maintaining the

placement.

1. The Contractor must document all efforts made to prevent placement disruptions.
2. When the Contractor acquires any information on a potential disruption, the Contractor will notify the DFPS CPS Caseworker. The Contractor will:
3. Contact DFPS CPS Caseworker to discuss a crisis intervention plan to intervene on a possible adoption disruption.
4. Provide information to the child's DFPS CPS Caseworker electronically addressing the following items within five (5) days of the identification of the potential disruption:
5. The reasons (e.g. red flags, concerns) that the placement may be disrupted;
6. The information shared with the child about a potential disruption and the child's response;
7. Any actions that could prevent a disruption; and
8. Any recommendations to stabilize the present placement, or future adoptive placements for the child in the event a new placement must be coordinated.
9. The Contractor will notify DFPS no later than 30 days prior to a placement disruption.
10. Coordinate with DFPS to plan for anotherplacement for the child. This planning will include:
11. DFPS and the Contractor identifying staff authorized to approve new placement plans;
12. A review of available resources before another placement is selected; and
13. Obtaining DFPS written approval prior to the placement.
	* 1. Kinship Adoptions

When a kinship family is being approved for an adoptive placement, some of the above services for Post-Placement may not be required. If the child has already been in the placement for six (6) months or more, providing all the above services could delay permanency.

Although all services may not be provided due to the nature of working with children already placed six months or more with a kinship family, there are still required services that must take place such as activities associated with:

1. Adoption Placement Social Study;
2. Adoption Preparation of the Child;
3. Court Related Assistance and Testimony; and
4. Delays in the Adoption Consummation.
	* 1. The Adoption Plan of Service

The Adoption Plan of Service should outline the goals of the prospective adoptive family and child(ren), as well as the steps that it will require both the family and the Contractor to take in order to accomplish the goals in the Adoption Plan of Service.

1. Initial Adoption Plan of Service: Within the first thirty (30) days of the child(ren)’s placement, the Contractor will develop an Adoption Plan of Service with the prospective adoptive family and have all parties sign the Adoption Plan of Service.
2. Updated Adoption Plan of Service: The Contractor will update the Adoption Plan of Service as necessary, but at a minimum of every six (6) months until the adoption is consummated. Listed below are the minimum requirements for the Adoption Plan of Service:
3. The Contractor will fulfill their obligations outlined in the Adoption Plan of Service, which will include but are not limited to:
4. Providing adoption support services to the family;
5. Maintaining contact with the family and child as specified in Section 2.13, and assisting with any immediate needs they may have;
6. Facilitating sibling visits and communication contacts; and
7. Guiding the family and the parent’s attorney toward finalization and consummation of the adoption.
	1. **Court Related Services**

 The Contractor must provide court related services in two (2) capacities:

* + 1. Court Testimony

The Contractor must allow any of its employees to provide relevant information on behalf of the Contractor when requested by DFPS in any of the following situations:

1. Judicial Hearings;
2. Court Depositions; and
3. Administrative Reviews.
	* 1. Court Related Assistance

The Contractor will assist the adoptive family and their attorney to complete the adoption consummation and finalization process.

1. The Contractor will prepare a signed and notarized court report unless the court orders another party to prepare the report.
2. The Contractor will file the completed court report no later than ten (10) days prior to the court hearing.
3. Contractor will provide a copy of the filed court report to the following parties 10 days prior to the court hearing:
4. DFPS;
5. The adoptive family;
6. The family’s attorney;
7. The child’s attorney ad litem; and
8. Any other interested parties legally involved with the child(ren) as identified by DFPS.
	1. **Contractor Minimum Qualifications**

Child Placing Agencies (CPAs) wishing to enter into a contract with DFPS for Out-of-State Adoption Services must meet the following criteria:

* + 1. Experience

A CPA that is a Prospective Contractor for Out-of-State Adoption Services must have experience in [Special Needs Adoptions](https://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_pg_6900.asp#CPS_6931) (reference the Definitions in Section 6).

When applying for a contract with DFPS, the Contractor must provide the following:

1. Documentation that the potential Contractor or potential Contractor staff members have completed at least six (6) Special Needs Adoptions; and
2. A summary of the Special Needs Adoptions experiences in terms of placement selection and supervision, including:
3. A single page narrative outlining the work experience, educational background, and qualifications for the Contractor’s Case Manager and Supervisor overseeing the Case Manager that will be involved in providing services;
4. The names of designated staff with experience in Special Needs Adoptions;
5. The specific experiences the potential Contractor and staff members have had with Special Needs Adoptions; and
6. The names of designated potential Contractor’s staff members involved in reviewing and approving possible placements in coordination with DFPS.
7. Three (3) letters of organizational support from agencies/ organizations that have a working relationship with the applicant. **Note: Letters from DFPS will not be accepted**.
8. For new Applicants, examples of acceptable letters of organizational support are letters from Court Appointed Special Advocates (CASA), the National Child Welfare League, Child Welfare Agencies, a therapist, social worker or attorney that the Applicant has worked with professionally and specifically related to an adoption, excluding DFPS staff.
9. Letters of organizational support do not include letters from families as families are not organizations.
10. Letters from DFPS staff are not acceptable.

* + 1. Personnel Listing

The Contractor must submit Form PCS-102, Contracting Entity and List of Staff, Subcontractors, and Volunteers for DFPS Contract Manager’s written approval prior to providing services under the contract, when there is a change in key personnel or principals, on an annual basis thereafter, and upon request by DFPS. Written DFPS Contract Manager approval signifies the person has been cleared to provide services and have access to personal client information.

* + 1. Licensing
1. Prior to entering into a contract with DFPS, the potential Contractor must:
2. Provide a copy of the Contractor’s valid and current Child-Placing Agency license to provide adoption services issued by the state in which the adoption services are to occur;
3. Maintain a valid adoption license in the state in which the adoption services are to occur; and
4. Notify DFPS CPS Contract Manager if the agency is placed on a Corrective Action Plan by the state licensing agency in which the Contractor was issued a Child-Placing Agency license.
5. **Note: A provisional license is not acceptable.**
	* 1. Trauma-Informed Training

 Child Placing Agency staff providing direct services must complete the Trauma-Informed Care training which is a free resource for child welfare system caregivers, professionals, advocates, stakeholders and members of the public who are interested in learning about the impact of trauma. <https://www.dfps.state.tx.us/Training/Trauma_Informed_Care/default.asp>

1. This training must be completed within three months after beginning direct services to CPS clients.
	* 1. Cultural Diversity Training

Child Placing Agency staff providing direct services must complete a minimum of four hours training in working with culturally diverse populations within three months after beginning direct services to CPS clients.

* + 1. Annual Training

Child Placing Agency staff providing direct services must complete a minimum of 20 hours training annually. Training must include, but not be limited to: the dynamics of abuse, child development, substance abuse, problem identification, group process, crisis intervention, and behavior management.

* + 1. Adoption Competency Training

CPAs intending to enter into a contract for Out-of-State Adoption Services must provide adoption competency training to staff providing direct services, which specifically includes the Case Manager(s), Supervisor, and any other providers working with the CPA that will be involved in the adoption case.

1. The adoption competency training curriculum must be a minimum of sixteen (16) hours and must include all twenty (20) of the topics below.

The curriculum topics are:

1. The role of CPS, the child’s CPS worker, and the CPS Foster and Adoption worker;
2. The role of the Private Agency and the family’s adoption worker;
3. Grief and Loss;
4. Attachment;
5. Types of Abuse/Neglect;
6. The impact of Abuse/Neglect on children;
7. Definition of special needs children;
8. Biases and attitudes that negatively impact Special Needs Adoptions;
9. Sibling placements\*;
10. Multi-Ethnic Placement Act-Interethnic Provisions;
11. Trans-racial and cross-cultural placements, including issues to consider and specific ways to support the families;
12. General selection process/matching child and family\*;
13. General presentation process\*;
14. Transitioning a child and family from foster care to adoption;
15. Preparing families to be an adoptive placement for children in foster care;
16. Legal risk placements\*;
17. Pre-placement visits\*;
18. Adoption plan of service\*;
19. Indicators for disruption/dissolution and ways to prevent it; and
20. Services available for adoptive families that are available through the regional Post Adoption Contractor.
21. The adoption curriculum topics are available in The National Adoption Competency Mental Health Training Initiative (NTI). NTI is an evidence-based and trauma informed web-based training. NTI was funded through the Children’s Bureau and the Center for Adoption Support and Education (C.A.S.E.) and is available free of charge on both domains. The training can be accessed at <https://adoptionsupport.org/nti/>

\* These topics are not covered by NTI and will need supplemental training.

1. Resources for developing training on these topics can be found in: Special Needs Adoption Training Curricula Resources for Contractors.
	* 1. DFPS Contract Provider Orientation

Initial orientation provided to Contractor and Contractor staff by DFPS CPS Contracts on applicable DFPS required agency forms, procedures and policies relevant to services being provided.

* + 1. Contractor Orientation to Staff

The Contractor must provide basic orientation to all staff before staff assumes duties and must include:

1. Client confidentiality; and
2. Specific knowledge and basic technique of working with:
3. children in the conservatorship of DFPS who need an adoptive placement;
4. prospective adoptive families seeking to adopt children who have a history of abuse or neglect; and
5. providing adoption services to these clients.
6. Contractor’s Training and Orientation Timeframes. Contractor staff providing services under the contract must receive Contractor orientation and complete the contract specific training within three months of employment and prior to placing a child in an adoptive placement.

* + 1. Training Documentation

Contractor(s) must maintain written documentation in personnel or training records that staff received the required orientation and training. Documentation, including the certificates of completion must identify the:

1. Individuals who received training;
2. Date of the orientation or training;
3. Topics presented;
4. Total hours per session; and
5. Name of the presenter/training and their title.
	1. **Contractor Minimum Insurance Requirements**

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

* + 1. Commercial General Liability –$1,000,000.00 per occurrence and $2,000,000 aggregate. The Commercial General Liability Insurance or equivalent insurance coverage must also include a Sexual Molestation and Abuse endorsement or equivalent insurance coverage with a minimum limit of $1,000,000.

* + 1. Crime Policy (3rd Party Endorsement) – $50,000 to cover losses from fraudulent and dishonest acts with a minimum limit of $50,000. The Commercial Crime Insurance or equivalent insurance coverage must include a third-party endorsement and an employee dishonesty endorsement or equivalent endorsements.

**Note:** Sole proprietorships consisting of a single, self-employed individual are exempt from this requirement.

* + 1. Business Automobile Liability insurance or equivalent insurance coverage to cover losses from automobile accidents while transporting DFPS clients with a minimum limit of $1,000,000. The Business Automobile Liability insurance or equivalent insurance coverage must include Owned, Hired, and Non- owned endorsements or equivalent endorsements.

This coverage is required if DFPS clients are being transported.

* + 1. This insurance coverage will be with insurance companies or equivalent providers that are rated for financial purposes “A-” 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.
		2. 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 the Contractor that meets the requirements in Section 2.16 and provide this Insurance Document to DFPS prior to or upon Contract execution.

* + 1. 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.

* + 1. When an equivalent insurance coverage or Self-Insurance Plan is

submitted to satisfy the DFPS insurance coverage requirements in

Section 2.16, DFPS may request that additional information be

provided by Contractor or Contractor's insurance company or

equivalent provider.

* + 1. 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.
		2. 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.
	1. **Contractor Notice to DFPS of Any Material Changes**

The Contractor will immediately provide written notice to DFPS of any material changes to any document submitted under this Section; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.

* + 1. Renewals or New Coverages during the Contract Period

The 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.

* + 1. Notice of Cancellation Endorsement Requirement

For all insurance coverages, the Contractor agrees that it will request for any insurance policies or other similar document an endorsement that provides if the issuing company cancels the coverage before the end of the coverage period, then it will provide notice to DFPS' named individual with a thirty (30) day notice of cancellation.

* + 1. Request for Documents

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

* 1. **Personnel Policies**

The Contractor must have written personnel policies by the Effective Date of the contract that comply with federal and state regulations and policies and that will successfully initiate and complete the work under the Contract within applicable periods of time.

* 1. **Client Records**

The Contractor must maintain individual client case records.

* + 1. Release of Information: The Contractor understands that DFPS will, upon request by an adoptee, release the case record

according to the confidentiality laws within the Texas Family

Code.

* + 1. Retention of Adoption Records: The Contractor will comply with the Texas Family Code by retaining adoption case records for a period of 99 years. This does not include contractual or budgetary records.
		2. Contents of Case Record: At a minimum, each case record must include, but is not limited to, the following:
1. CPS Service Authorization, Form 2054;
2. Other contract related contacts;
3. Supporting documentation for all services billed, to include but not limited to:
4. Documentation of the date Form 2054 received; and
5. Case notes, including all contract documentation requirements.
	1. **Service Provider Records**

Contractor must maintain provider personnel files, at a minimum, the file must include but is not limited to:

* + 1. Resume clearly establishing provider meets minimum experience requirement;
		2. Required licensure of staff;
		3. Training Records; and
		4. Copy of cleared background check results from the Licensing State in which services are being provided, including results of subsequent checks, or a statement from the Contractor that a cleared background check exists for each employee working on the contract, and attach to Form PCS-102.
		5. DFPS approved Form PCS-102 listing all persons to work under the contract that will have access to CPS client records or contact with CPS clients.
	1. **Other Staff, Subcontractor or Volunteer Records**

The following documentation must be maintained for any other staff, subcontractor or volunteer that has access to CPS client records or will have contact with the CPS client:

* + 1. Copy of cleared background check results as described in Section 2.20.4; and
		2. DFPS approved Form PCS-102 verifying the person is cleared to have access to the client’s information or direct contact with the client.
	1. **Required Reports & Forms**

 It is anticipated that the required forms, documents and DFPS contact persons to whom the forms and documents must be submitted will vary throughout the life of the contract. Forms needed to provide adoption services will be accessible at the following web address as designated below:

* + 1. Items located at: http://www.dfps.state.tx.us/Doing\_Business/Purchased\_Client\_Services/Regional\_CPS\_Contracts/forms.asp
1. Special Needs Adoption Training Curricula Resources for Contractor
2. Designation of Medical Consenter for Non-DFPS Employee, Form 2085-B
3. Adoptive Placement Agreement, Form 2226
4. Invoicing Procedures for Adoption Services, Form 5500ADO
5. Adoption Plan
6. Checklist for Adoption Services Payment
7. Checklist for Post-Placement Adoption Services Payment
	1. **Program and Service Provision Forms**

Throughout the contracting process, the Contractor will be in contact with the child (ren)'s DFPS CPS Caseworker. The Contractor will be responsible for submitting the following forms to the child (ren)'s caseworker in the timeframes described below:

* + 1. Placement Agreement

The Adoptive Placement Agreement Form 2226 must be signed when the child(ren) is placed in the prospective adoptive home. The Contractor is responsible for rendering the signed placement agreement to the DFPS CPS Caseworker within 24 hours for DFPS approval. The Contractor will also be responsible for keeping a copy of the placement agreement form.

* + 1. Medical Consenter Form

 At the time of the adoptive placement, the Contractor is responsible for obtaining three (3) original copies of the Designation of Medical Consenter for Non-DFPS Employee Form 2085-B. The Contractor will then:

1. Leave one (1) original copy with the prospective adoptive family;
2. Render one (1) original copy to DFPS; and
3. Retain one (1) copy for their case file.
	* 1. Records of Supervisory Contacts and Visits

The Contractor is required to make face-to-face in-home visits with the child as specified in Section 2.13 and appropriate sibling visits and contacts. The Contractor is responsible for rendering the documentation of the contacts and visits in a Status Report that is submitted to the DFPS CPS Caseworker every month by the 10th business day following the month of service.

* + 1. Recording Case Closure

Prior to closing a case record after an adoption has been consummated or disrupted, the Contractor will provide DFPS with a copy of all case record information.

* + 1. Court Related Documents
1. Petition for Adoption

 The Contractor is responsible for obtaining six (6) copies of the file stamped Petition for Adoption. The Contractor will then maintain one (1) copy for their case file and supply a Petition for Adoption to each of the following parties:

1. DFPS CPS Caseworker;
2. Adoptive family;
3. Family’s attorney;
4. Child’s attorney ad litem; and
5. Any other interested parties legally involved with the child(ren).
6. Court Report

The Contractor is required to complete the signed and notarized court report and supply copies of the court report as stipulated in subsection 2.14.

1. Adoption Decree

The Contractor will maintain one (1) copy for their case file and provide an Adoption Decree to the family.

* 1. **Performance Measures**
		1. Pursuant to [Texas Human Resources Code §40.058](http://www.statutes.legis.state.tx.us/Docs/HR/htm/HR.40.htm), all contracts for client services must include clearly defined goals and outcomes that can be measured to determine whether the objectives of the program are being achieved. The performance of the Contractor will be evaluated during the life of the contract through the Performance Measures found below and through monitoring of contract requirements outlined throughout the resulting contract.
		2. Performance Measures

|  |
| --- |
| **Critical Task #1:** Contractor will make initial home visits in a timely manner. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percent of first home visits initiated within required time frames within the Reporting Period. |
| **Target:  100%** |
| **Data Source:**  Performance Management Evaluation Tool (PMET) |
| **Methodology:** Numerator:The total number of first home visits to the children and adoptive families that were completed within two (2) weeks of placement of a child with an adoptive family during the Reporting Period.Denominator:The total number of first home visits to the children and adoptive families that were due during the Reporting Period. |

|  |
| --- |
| **Critical Task #2:** Contractor will make subsequent home visits in a timely manner. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percent of subsequent home visits initiated within required time frames within the Reporting Period. |
| **Target:  95%** |
| **Data Source:**  Performance Management Evaluation Tool (PMET) |
| **Methodology:** Numerator:The total number of subsequent home visits to the children and adoptive families that were completed at least once a month during the Reporting Period.Denominator:The total number of subsequent home visits to the children and adoptive families that were due during the Reporting Period. |

|  |
| --- |
| **Critical Task #3:** Contractor will complete Adoption Plans of Service in a timely manner. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percent of Adoption Plans of Service completed within required time frames within the Reporting Period. |
| **Target:  95%** |
| **Data Source:**  Performance Management Evaluation Tool (PMET) |
| **Methodology:** Numerator:The total number of Adoption Plans of Service that were completed within the first thirty (30) days of the child’s placement during the Reporting Period. Note: “Completed” is defined as developed with the prospective adoptive family and signed by all parties.Denominator:The total number of Adoption Plans of Service that were due during the Reporting Period. |

|  |
| --- |
| **Outcome #1:** Contractor will attempt to prevent placement disruption. |
| **Performance Period:** Data reported semi-annually, but annual determination of results. |
| **Indicator:** Percent of placements experiencing disruption within the Reporting Period. |
| **Target:  TBD**  |
| **Data Source:**  Performance Management Evaluation Tool (PMET) |
| **Methodology:** Numerator:The total number of intact (non-disrupted) placements at the end of the Reporting Period. Denominator:The total number of placements in effect during the Reporting Period. |

* + 1. Performance Measure Requirements:

The Contractor will be responsible for supporting the collection of Performance Measure data as well as other required metrics.  The Contractor must:

1. Provide the total number of first home visits to the children and adoptive families that were due during the Reporting Period.
2. Provide the total number of first home visits to the children and adoptive families that were completed within two (2) weeks of placement of a child with an adoptive family during the Reporting Period.
3. Provide the total number of subsequent home visits to the children and adoptive families that were due during the Reporting Period.
4. Provide the total number of subsequent home visits to the children and adoptive families that were completed at least once a month during the Reporting Period.
5. Provide the total number of Adoption Plans of Service that were due during the Reporting Period.
6. Provide the total number of Adoption Plans of Service that were completed within the first thirty (30) days of the child’s placement during the Reporting Period. Note: “Completed” is defined as developed with the prospective adoptive family and signed by all parties.
7. Provide the total number of placements in effect during the Reporting Period.
8. Provide the total number of intact (non-disrupted) placements at the end of the Reporting Period.
9. Report all data described above in PMET (Performance Management Evaluation Tool), an Internet-based data collection and reporting system for Contractors to self-report performance measure data.  Contractors should register an account in PMET following the provision of the first service provided under this contract.  The Contractor TIN (Texas Identification Number) and the Contract Number are needed to register.  Instructions can be found at [https:/www.dfps.state.tx.us/application/PCSPMET](https://www.dfps.state.tx.us/application/PCSPMET). Select Help > PMET User Guide.
10. Keep all records for each CPS Service Authorization (Form 2054), services initiated and provided, and all other required forms, as well as verification of submission on file and available to DFPS upon request for the time period specified by DFPS for records maintenance. The records must be maintained in a manner to allow for ease in testing of the validity of the results being reported.  Required documentation must be maintained for each Reporting Period, including a copy of the performance results which were reported to DFPS Contract Performance.
11. Comply with reporting time frames (below).  Performance Measure reporting is to be entered into PMET within 30 days of the end of the Reporting Period in accordance with the table below:

| **Reporting Period** | **Time Included** | **Report due in PMET by** |
| --- | --- | --- |
| Performance Period 1 (PP1) | September - February  | March 30 |
| Performance Period 2 (PP2) | March - August  | September 30 |

1. **Service Utilization and Payment**
2. 1. **Funding**

DFPS does not guarantee funding at any level and may increase or decrease funds at any time during the term of the contract. Contractors 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 (grant application) in which the Contractor may be participating.

* 1. **Service Utilization**

 Applicant will need to consider the statewide needs for services to be

 purchased under this open enrollment prior to submitting an application. An indicator of the level of need for this service is historical utilization data. The table below reflects the number of Unduplicated Clients served, in this

 instance the numbers below reflect the number of children served by Out-of- State Adoption Service contractors in Fiscal Year 2019.

|  |
| --- |
| **Table 1: Historical Service Utilization** |
| Out-of-State Adoptions in Fiscal Year 2019 | 177 |

* 1. **Fee Table**

Adoptive Placement & Post-Placement Services Fees

**Table A — Basic Service Level and Moderate Service Level**

The service level shall be the service level which was the last authorized service level in foster care, with the exception of specialized and intense service levels. Payments for children at specialized or intense service levels shall be the same as for children at the moderate service level.

|  |  |  |
| --- | --- | --- |
| **Service** | **Adoptive Type** | **Billing and Payment** |
| **Maximum to be Billed\*** |
| **Adoptive Placement****Services (Section 2.9)** | Foster to Same Adopt Home (Dual Licensed Home) | $0 – Basic Level$0 – Moderate Level |
| Single child Adoption **Adopt Only**  | $4,000 – Basic Level$5,000 – Moderate Level  |
| Single Child **Kinship to Adopt Only** | $4,000 – Basic Level$5,000 – Moderate Level |
| Sibling Group Adoption | **2 SIBLINGS** |
| If BOTH SIBLINGS are Basic:* $4,000 for the 1st Basic sibling and
* $1,000 for the 2nd Basic sibling.

If ONE SIBLING is Moderate:* $5,000 for the Moderate sibling and
* $1,000 for the Basic sibling.

If BOTH SIBLINGS are Moderate:* $5,000 for the 1st Moderate sibling and
* $5,000 for the 2nd Moderate sibling.
 |
| **3 SIBLINGS OR MORE** |
| If ALL SIBLINGS are Basic:* $4,000 for the 1st Basic sibling and
* $2,000 for each additional Basic sibling.

If ANY SIBLING is Moderate:* $5,000 for each Moderate sibling and
* $2,000 for each Basic sibling.
 |
|  |  |  |
| **Post- Placement Services (Section 2.13)** | Single **Foster to Same Adopt Home** (Dual Licensed Home) | $4,000 - Basic Level$5,000 – Moderate Level |
| Single Child Adoption **Adopt Only** | $4,000 – Basic Level$5,000 – Moderate Level |
| Single Child**Kinship to Adopt Only** | $4,000 – Basic Level$5,000 – Moderate Level |
| **Sibling Group** Adoption | **2 SIBLINGS** |
| If BOTH SIBLINGS are Basic:* $4,000 for the 1st Basic sibling and
* $1,000 for the 2nd Basic sibling.

If ONE SIBLING is Moderate:* $5,000 for the Moderate sibling and
* $1,000 for the Basic sibling.

If BOTH SIBLINGS are Moderate:* $5,000 for the 1st Moderate sibling and
* $5,000 for the 2nd Moderate sibling.
 |
| **3 SIBLINGS OR MORE** |
| If ALL SIBLINGS are Basic:* $4,000 for the 1st Basic sibling and
* $2,000 for each additional Basic sibling.

If ANY SIBLING is Moderate:* $5,000 for each Moderate sibling and
* $2,000 for each Basic sibling.
 |

**\*Fixed Unit Rates** in this column apply until such time of the acceptable completion of all service types for child(ren) placed, as documented with a corresponding DFPS Placement Agreement Form.

* 1. **Method of Payment**

Services will be paid on a fee for service basis. DFPS will Pay the Contractor for service provided based on the rates in **Section 3.3 Fee Table** for Adoptive Placement & Post-Placement Services.

* + 1. Invoices

No payment will be made without the submission of correct invoices that are in compliance with Texas Government Code 2251 (Texas Prompt Payment Act). Invoices must be received at the designated DFPS CPS Contract location.

* + 1. Instructions for Invoicing DFPS

The Contractor’s staff responsible for preparing invoices will receive instructions on the specifics of invoicing DFPS. The format for invoicing DFPS will be provided by the DFPS Contract Manager.

* + 1. Invoice Process

The Contractor will receive a Pre-Bill from the DFPS CPS Contract Manager listing clients authorized to receive services during the previous month.

The Contractor will submit required billing forms and supporting documentation, as instructed by the DFPS CPS Contract Manager. After the invoice has been processed by DFPS, a Provider Statement will be provided to the Contractor indicating clients for whom services have been paid.

* + 1. Due Date

Services must be billed to the month in which they were completed. Contractors must submit billings to DFPS by the last day of the month following the month in which the services were provided.

1. **APPLICATION SUBMISSION & SCREENING**
2. 1. **Open Enrollment Cancellation or Non-Award**

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

* 1. **Joint Applications**

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

* 1. **Withdrawal of Applications**

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

* 1. **Application Submission Instructions**

Applicant will submit the Out-of-State Adoption Services Open Enrollment Application and Required Forms (See Section 5.1) to Point of Contact (See Section 1.2).

* 1. **Organization of Electronic Submission of Application**

Applicant must organize the signed and scanned Application as provided for in Appendix B (See Section 5.1, Package 2). The electronic copy of the Application packet must include all folders with the documents in the order listed in Appendix B.

* 1. **Costs Incurred**

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

* 1. **Screening**

DFPS will perform an initial screening of all Applications received to ensure that they meet minimum requirements. If minimum requirements are met, the Application will be assigned a contract manager to begin the contract process.

* 1. **Additional Information**

By submitting an Application, the Applicant grants DFPS the right to obtain information from any lawful source regarding the Applicant, its directors, officers, and employees:

* + 1. Past business history, practices, and conduct;
		2. Ability to provide the services to meet the needs of the clients for whom the services are being purchased;

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

* 1. **Debriefing**

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

1. **ATTACHMENTS TO THIS OPEN ENROLLMENT**

The following Attachments to this Out-of-State Adoption Services Open Enrollment are located on the HHS Enrollment or ESBD Site (See Section 1.3).

1. 1. Out-of-State Adoption Services Open Enrollment Application and Required Forms

Appendix A: Application Instructions

Appendix B: Required Forms

1. **Definitions**

|  |  |
| --- | --- |
| **TERM** | **DEFINITION** |
| **Accountability** | The obligation to take responsibility for achieving contract requirements. It requires maintaining sufficient records to adequately account for the use of state and federal funds and provide reasonable evidence that service delivery is consistent with contract requirements. |
| **Addendum, Addenda (pl)** | An addition, supplement, or change to a solicitation document issued after the original solicitation document was released. |
| **Adoption Consummation** | The completion of the adoption process marked by a judicial ruling that the adoption has been finalized and the parent(s) are from that point forward the legal parent(s) of the child (ren). |
| **Adoptive Placement** | The period of time beginning when DFPS, the Licensed Child Placing Agency (LCPA), or another authorized entity places the child with adoptive parents and ending at consummation of the adoption. |
| **Adoptive Placement****Agreement** | A written agreement between DFPS or a LCPA and the prospective adoptive parent(s) that documents when a child in DFPS Conservatorship is placed for the purpose of adoption and defines the duties of the parties from that date until the adoption is consummated. |
| **Aggregate Favorable****Responses** | The collection of all answers, excluding N/A responses, from all Caseworker Satisfaction Survey Questionnaires into a whole mass or sum combined. |
| **Aggregate Responses** | The collection of all answers, excluding N/A responses, from all Out-of-State Adoption Services Caseworker Satisfaction Questionnaires into a whole mass or sum combined. |
| **Amendment** | A formal revision or addition to an Application or resulting contract. |
| **Applicant** | Any individual or entity that submits an Application andContract (2280PEN) pursuant to this open enrollment. |
| **Application** | Application includes the Application and Contract (2280PEN), and Required Forms, including all attachments, appendices and exhibits. |
| **Attorney Ad Litem** | An attorney appointed by the court to represent the wishes of a parent or an attorney appointed to represent the wishes of a child. |
| **Award** | The act of communicating acceptance of an offer to theApplicant, thereby forming a contract. |
| **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. |
| **Case Manager** | A person who is employed by the CPA or subcontractor working under the supervision of the CPA. |
| **Caseworker** | A person who is hired by The Texas Dept. of Family & Protective Services that is assigned to a child/children Case seeking Adoption Services. |
| **Child-Placing Agency (CPA)** | A person, agency, or Operation other than a parent who places or plans for the placement of a child in an adoptive home or other residential care setting. |
| **Conservatorship** | Legal responsibility, rights and duties that define the relationship between a child and the person(s) or entity appointed by a court to assume these responsibilities. |
| **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 service provider. |
| **Contract Renewal** | The act of entering into a new Contract Term by mutual agreement of both parties. |
| **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** | Applicant who is awarded a contract pursuant to this open enrollment. |
| **CPS** | Child Protective Services, a division of Texas Department of Family and Protective Services |
| **Critical Task** | A performance measure which evaluates the timely and successful completion of a task critical to the successful fulfillment of the contract. |
| **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 a part of the contract’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 |
| **DFPS** | Texas Department of Family and Protective Services |
| **Effective Date** | The date of complete execution of the contract or the date upon which the parties agree the contract will take effect. |
| **Electronic State Business****Daily (**[**ESBD**](http://esbd.cpa.state.tx.us/)**)** | The electronic marketplace described in Texas Government Code, Section 2155.083, where state agency procurement opportunities over $25,000 are posted. |
| **Expectation** | Participant’s perception of satisfaction as indicated by responses made to the items on the Caseworker Satisfaction Questionnaire for Adoption Services. |
| **Favorable Response** | Means an affirmative response such as yes, very satisfied, satisfied, strongly agree, agree or any other affirmative response, as determined by DFPS. |
| **Fiscal Year (State of Texas)** | The period beginning September 1 and ending August 31 of each year. |
| **Fixed Unit Rate** | A unit rate payment schedule that is non-negotiable and determined prior to contract execution. |
| **Foster Care** | DFPS-paid substitute care. |
| **Home Screening** | A written screening of a family to determine its appropriateness for becoming a placement option for a child currently in Foster Care, a foster family or an adoptive family. |
| **IMPACT** | Information Management of the Protection of Adults and Children in Texas; the electronic system used by DFPS to record all activity related to the care and management of clients. |
| **Indicator** | The operational description of a performance measure. |
| **Out-of-State Adoption** | An adoption that occurs in the outside the state of Texas. |
| **Kinship** | Relatives and fictive kinship who the child or family have a significant relationship who are not verified to foster. |
| **Methodology** | A general description of the process that is used to calculate a performance measure. |
| **Minimum Standards** | The minimum requirements that caregivers, Child-Placing Agencies, and child-care facilities must follow to ensure the health, safety, and well-being of children in DFPS Conservatorship. The minimum standards are codified in the Texas Administrative Code (TAC). The minimum standards relevant to Foster Care and adoption are codified in [40 TAC Chapter 749.](http://info.sos.state.tx.us/pls/pub/readtac%24ext.ViewTAC?tac_view=3&amp;ti=40&amp;pt=19) |
| **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 CPS staff in meeting these goals. |
| **Performance Measure** | A measure used to assess the performance of the Contractor. performance of the Contractor. |
| **Performance Period** | The period of time during which performance will be measured. |
| **Period of Performance** | Period of time for which the Contractor is contractually obligated to perform the duties outlined within the contract. |
| **Principal** | A person (such as the chief operating officer, chief executive officer, or executive director) who has the authority to make financial decisions on behalf of the entity. |
| **Procurement** | A document requesting submittal of applications for services in accordance with the specifications in the document. |
| **Prospective Contractor** | An eligible applicant that is interested and working towards obtaining a contract with DFPS but has not yet met the requisite requirements for contract execution. |
| **Satisfaction** | Caseworker's perception of satisfaction as indicated by responses made to the items on the Caseworker Satisfaction Questionnaire. |
| **Service Level** | When a child comes into care, the child's Caseworker is expected to assess the child's service needs. The Caseworker consults with the child's caregivers, parents, teachers, or other appropriate sources to make the determination.[A Basic, Moderate, Specialized, or Intense Service Level](http://www.dfps.state.tx.us/handbooks/CPS/Files/CPS_px_6340b.jsp#CPS_apx6340b) determined by the third-party contractor or, a Basic service level determined by the CPS Caseworker and supervisor. The authorized service level is based on information regarding the child's service needs. |
| **Special Needs Adoptions** | The child must be younger than 18 years old and meet one of the following criteria when the adoptive placement agreement is signed:1. The child is at least six years old;
2. the child is at least two years old and a member of a racial or ethnic group that exits foster care at a slower pace than other racial or ethnic groups;
3. the child is being adopted with a sibling or to join a sibling; or
4. The child has a verifiable physical, mental, or emotional disabling condition, as established by an appropriately qualified professional through a diagnosis that addresses: (a) what the condition is; and (b) that the condition is disabling.
 |