Texas Department of Family and Protective Services

Kezeli Wold, Interim Commissioner

Open Enrollment

For

Supervised Visitation Services
Enrollment Number: HHS0012909

Enrollment Period Opens: December 7, 2022

Enrollment Period Closes: March 31, 2029

NIGP Codes:

952-59 – Human Services
952-85 – Support Services
952-18 – Child Care Services

1. General Information

1.1. 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 (Applicants) for Supervised Visitation Services in accordance with the specifications contained in this Open Enrollment.

In addition, DFPS may require an Applicant to provide Court and/or Case Consultation services based on the Supervised Visitation Services provided by Applicants awarded a contract.

1.2. 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.

1.3. Open Enrollment HHS and ESBD Enrollment Posting, Amendments and Announcement. HHS 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 (http://www.txsmartbuy.com/esbd)

1.3.1. DFPS reserves the right to revise this Open Enrollment at any time including the closing of this Open Enrollment. Applicants must comply with any changes, amendments, or clarifications posted to the HHS Enrollment and ESBD site by HHSC PCS.

1.3.2. 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.

1.4. Open Enrollment Schedule

Procurement Schedule	
Enrollment Period Opens	**December 7, 2022**
Enrollment period Closes	**March 31, 2028**
Anticipated Contract Start Date	**No earlier than April 1, 2023**

1.4.1. DFPS may adjust the closing date for this Open Enrollment for a specific Region to meet DFPS's and its clients' needs. Furthermore, DFPS may re-open this Open Enrollment and the enrollment period to add a specific Region to meet DFPS's needs.

1.4.2. All adjustments to this Open Enrollment will be posted on the HHS Enrollment and ESBD site (see Section 1.3).

1.5. Open Enrollment Background

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

1.5.2. 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.

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

1.6.1. Submit a Supervised Visitation Services Application and Required Forms (see Section 5.1).

1.6.2. Not be debarred from receiving any federal or state funds at the time of the Contract award.

1.6.3. 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.

1.6.4. Comply with the Insurance Requirements in Section 2.9.

1.6.5. Accept the requirements of the Open Enrollment by executing the Application in Section 5.1.

1.7. Open Enrollment Application Contract Documents

1.7.1. The Applicant, if awarded a Contract for this Open Enrollment, will be referred to as a "Contractor," and agrees to comply with, and periodically check for, any updated requirements made to the following documents: this Open Enrollment, the Supervised Visitation 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, Contract Forms at https://www.dfps.state.tx.us/Doing_Business/forms.asp.

1.7.2. If awarded a Contract, the Applicant will execute a Supervised Visitation Services Contract prepared by DFPS using this Open Enrollment and the Contract Documents in Section 5.1.

1.7.3. The Contract term will begin no sooner than April 1, 2023 and will end on March 31, 2028.

1.8. 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.

1.9. Texas Public Information Act. Any information submitted to DFPS in response to this Open Enrollment is subject to public disclosure in accordance with the Texas Public Information Act (the Act), and Government Code Chapter 552. DFPS will process any request for information comprising all or part of any information submitted to DFPS by the Applicant in accordance with the Act.

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

exemptions in the Act and explain in detail why such exemption is applicable.

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

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

1.10. 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.

1.11. Copyright Restrictions. DFPS will not consider any application that bears a copyright.

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2. Statement of Work

2.1. 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.

2.2. Program Purpose

The purpose of the Child Protective Services (CPS) Program is to protect children and to act in the children's best interest. 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:

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

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

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

2.3. Need for Service

DFPS seeks to contract with qualified providers to assist CPS in achieving program purpose and objectives by providing Supervised Visitation Services (SVS) to DFPS clients (Participants). 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.

2.4. Service Delivery Area(s)

The open enrollment for Supervised Visitation Services is released on a statewide basis; however, contracts are awarded on a regional basis. The Contract is for the DFPS Regions which can be located in Package 2 Application and Required Forms.

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.

2.5. 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 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:

2.5.1. 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.

2.5.2. 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.

2.5.3. Travel

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

2.5.4. Transportation for Visit

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

2.6. Eligible Population

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

2.7. Client Characteristics

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

2.7.1. The Child May:

A. Exhibit a pattern of impulsivity,
B. Exhibit poor or insecure attachment to parents,
C. Exhibit separation anxiety,
D. Have a history of temper tantrums,
E. Have chronic illness or health problems,
F. Have experienced probable neglect, physical abuse or substantiated sexual abuse,
G. Have witnessed violence between parental figures,
H. Be easily distractible or has attention deficits,
I. Be hyperactive,
J. Be irritable, or
K. Be the recipient of special education services.

2.7.2. Family Characteristics May Include:

A. Family may exhibit chronic unresolved conflicts between parental figures and or child,
B. One or more parental figures may:
   1. Have a history of substance abuse or are currently exhibiting substance abuse;
   2. Have engaged in probable or adjudicated criminal activity;
   3. Have had previous or is receiving mental illness treatment; or
   4. Exhibit poor or inconsistent monitoring of the child's behavior.

2.8. Minimum Qualifications

2.8.1. 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:

A. **Business Service Management Experience**
The Contractor, or its key personnel, responsible for the management and delivery of Supervised Visitation Services, must have:

1. **Service Experience**
Two (2) years of full-time relevant business experience. For the purposes of this Contract, DFPS defines relevant business experience as:
   a. Managing, overseeing, or leading the performance and work of others in a social service setting;
   b. Performing under contract with a government agency providing social services; or

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

2. **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 financial experience maintaining a billing and payment process.

2.8.2. 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.

A. **Supervisory**
A Supervisor must at a minimum, be responsible for the supervision of persons monitoring the visit (herein referred to as the ”Observer”).

1. **Supervisor Minimum Qualifications**
The Supervisor must meet the following minimum qualifications:
   a. **Education**
   A bachelor’s degree from an accredited college or university; and
   b. **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.

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

1. **Observer Minimum Qualifications**
An observer must meet the following minimum qualifications.
   a. **Education**
   A high school diploma or GED and
   b. **Experience**
   A minimum of twelve (12) months full time experience working in a social service agency serving families and children with diverse problems.

2.8.3. Personnel Listing

The Contractor must submit a Contracting Entity and List of Staff, Subcontractors, and Volunteers, Form PCS-102 listing for each individual personnel for the DFPS Contract Manager's written approval prior to the start of the Contract and on an annual basis thereafter. The DFPS Contract Manager's written approval is required before any Contracting Entity's staff, subcontractor, or volunteer can provide services and have access to personal client information.

2.8.4. 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. Upon receipt of the approved PCS-102 signed by the DFPS Contract Manager, the Contractor may use only the approved staff to provide services under this contract.

2.8.5. Personnel Training Requirements

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

1. The role of CPS;
2. The dynamics of abuse and neglect;
3. How behavior may manifest itself in persons with the client characteristics described;
4. The purpose of visitation services;
5. The role of the Observer;
6. The rules for visitation, scheduling and how to develop visitation plans that accommodate the Participants;
7. DFPS Contracted Supervised Visitation contract terms;
8. The use of the observation instrument and how to effectively document the visitation observations;
9. The process for monitoring and elevating any immediate concerns or issues identified during a visitation;
10. How to handle incidents that occur during a visit; and
11. Appropriate use of CPS facilities.

2.8.6. Personnel Files

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

A. Documentation clearly establishing they meet the personnel minimum qualifications;

B. Forms 2970c and 2971c and associated documentation to support cleared background checks located in **Package 2**;
C. Documentation verifying participation in orientation; and
D. Written DFPS Contract Manager approval on Form PCS-102 signifying the person has been approved to provide services.

2.9. Insurance Standards

In order to mitigate risk under this Contract, DFPS will require the Contractor to submit required verification of insurance/bond coverage that meets or exceeds current minimum DFPS insurance requirements and Certificate of Insurance (COI) or equivalent for each policy currently in force and referenced within, before this Contract is executed.

2.9.1. If the coverage will be provided through an insurance policy or other similar insurance document, then the issuing insurance company has to be authorized to do business in the State of Texas and have "A" rating. Contractor must attach the A.M. Best rating for all insurance companies issuing insurance policies for the contract insurance requirements.

2.9.2. All required insurance policies will include an endorsement stating that the Department will be given thirty-(30) calendar days written notice of policy or bond cancellation or a material change in the policy or bond. If a Contractor is unable to obtain applicable coverage after completing good faith efforts that have been documented in the contract file, the Contractor will bear the cost of any losses during the entire term of the agreement.

2.9.3. The Contractor will provide DFPS with documentation that meet these requirements. DFPS reserves sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage or limits.

2.9.4. The following current DFPS minimum insurance coverage and limits must be maintained throughout the resulting Contract term.

A. **Commercial General Liability Insurance**
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.

B. **Commercial Crime Insurance**
Commercial crime policy insurance or equivalent insurance coverage to cover losses from fraudulent and dishonest acts with a minimum limit of $25,000. The Commercial Crime Insurance or equivalent insurance

coverage must include a third-party endorsement and an employee dishonesty endorsement or equivalent endorsements. *Sole proprietors with no employees or other individuals with access to fiscal resources such as unpaid volunteers or independent contractors, are exempt from this insurance requirement.*

2.9.5. Insurance Verification

The Contractor is required to submit required verification of insurance/bond coverage that meets or exceeds current minimum DFPS insurance requirements, prior to contract execution. DFPS reserves the sole discretion to determine whether a document provided to DFPS meets the current minimum insurance requirements, coverage and limits.

2.9.6. 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.

2.9.7. 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.

2.9.8. 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.

2.9.9. Request for Documents

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

Unless otherwise noted in this Contract, and to the extent that Contractor does not have or maintain insurance or does not have or maintain sufficient insurance, Contractor acknowledges and agrees that Contractor will be solely responsible for any losses or damages related to or cause by the Contractor's performing its duties and obligation under this Contract. DFPS will have no obligation to reimburse or otherwise pay Contractor for any costs incurred related to any such losses or damages.

2.10. 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.

2.10.1. 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;

A. The following claims will be subject to non-payment or collection if payment has already been made:
   1. Service not authorized;
   2. Appointments scheduled without DFPS authorization after two (2) consecutive appointments are missed;
   3. Service location not authorized or approved;
   4. Services delivered by a person not meeting the minimum qualifications;
   5. Service claims that exceed the number of units or fall outside the timeframes specified on the Form 2054.

2.10.2. Referral Form

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

2.10.3. 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.

A. Contractor must:

B. Contact the client <u>within three (3) business days</u> of receipt of forms listed in §2.10, Service Authorization and Referral to:

   1. Schedule the visit and notify Participants of:
      a. The initial date and time the visit will occur;
      b. Who may visit; and
      c. The location where the visit will be held.
   2. Provide any preliminary visitation rules or general information.

C. Hold the first visitation <u>within ten (10) business days</u> of receipt of forms listed in §2.10

2.10.4. 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.

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

Clients will be provided with 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: 1) phone number, 2) email address, or 3) a number to text a message.

2.10.6. 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.

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

B. 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.

C. 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.

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

1. Appointments scheduled without this authorization will not be billable to DFPS as visitation or missed appointments.
2. 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.

2.10.7. 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.

2.10.8. Cancellation by Contractor

The Contractor is responsible for providing 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:

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

B. The date, time, CPS Caseworker name and manner used to notify the CPS Caseworker of the canceled visit.

2.11. Major Service Deliverables

Major Service deliverables include:

A. Preparation for Supervised Visits;
B. Pre-visitation Activities;
C. Monitoring the visit;
D. Documenting the visit; and
E. Providing court related services.

2.11.1. 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:

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

B. Confirming the visitation schedule;

C. Confirming who may participate in the visitation;

D. Ensuring visit Participants will be allotted their full time for a visit;

E. Obtaining the necessary approval for the site location;

F. Securing an appropriate visitation site to include the following:

1. Has an environment that is safe and non-threatening;
2. Is age appropriate;

3. Is family friendly;
4. Is fully equipped with age appropriate items that will allow the family to participate in activities and interact;
5. Will allow flexibility in order to accommodate the physical needs of the Participants such as meals and snacks and accessibility; and
6. Is convenient to the family.

2.11.2. 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:

A. 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

B. 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.

C. 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.*

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

2.11.3. 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:

A. Ensuring the safety of the child(ren) by:

1. Ensuring all adult Participant(s) at the visit sign the Sign-In Log, Form 3104A;
2. Ensuring only individuals who have been prior-approved by DFPS are allowed to participate in the visit;
3. Ensuring the visit is at all times monitored by observers that meet or exceed the qualifications outlined in §2.8.2 and have appropriate approvals from DFPS;
4. Ending the visit at any time the child(ren) is fearful of continuing the visit;
5. Ending the visit at any time there are safety concerns;
6. Allowing only persons authorized by DFPS to remove the child(ren) from the visit; and
7. Ensuring that the caregivers and all approved adult visitors comply with the visitation rules.

B. 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).

2.11.4. 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.

A. Visit Observations

1. Observation notes for parent or caregiver and child(ren) visits must be documented using the Visitation Record and Observation Checklist, Form 3102A.
2. Observation and interaction note for sibling visits must be documented using the Form 3113, Sibling Relationship Checklist.
3. ***An Observer may only observe one visitation at a time***.

B. 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 CD, or as requested by DFPS.

C. Due Date

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

2.11.5. 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**.

A. 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.

B. Court Related Documentation

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

1. Receive a valid Service Authorization, Form 2054, prior to the service being delivered;
2. 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
3. Obtain a DFPS signature on Form 2057 attesting to the delivery of service.

2.12. 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

2.12.1. Form 3103A, Supervised Visitation Expectations for Caregivers and Adult Participant(s);
2.12.2. Form 3113, Sibling Relationship Checklist;
2.12.3. Form 3104A, Sign-In Log;
2.12.4. Form K-908-3102A, Visitation Record and Observation Checklist;
2.12.5. Form 2057, Court Related Services Case Note;
2.12.6. PCS-102, Contracting Entity and List of Staff, Subcontractors, and Volunteers;
2.12.7. Form PCS107, Subcontracting Review & Acceptance Form
2.12.8. 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;
2.12.9. Form 2971c, Request for Background Check for Purchased Client Services Contractors
2.12.10. For informational purposes a copy of Form 3114, Supervised Visitation Services Caseworker Satisfaction Survey Questionnaire

2.13. 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.

2.13.1. Subcontract Requirements

A. 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.

B. 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.

2.14. 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.

Required Records	
2.14.1. 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: A. Valid Form 2054, "Service Authorization," with documented receipt date; B. Referral Form, with documented receipt date; C. Supervised Visitation Services Referral Form K909-2036

Required Records	
	D. An initial Form 3103A Supervised Visitation Rules for Caregivers and Adult Participant(s). The form: 1. Must be signed and dated by each adult that will participate in visitation services; 2. Must be signed and dated by the person providing and discussing the rules with the adult client; and 3. Must include begin and end time for the review and discussion. E. Form 3104A Supervised Visitation, Sign-in Log must be on file for each visitation or missed appointment. 1. Include the date of the appointment; 2. Include the time the appointment was scheduled to begin; 3. 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; and 4. Include the identity of the person signing for the person unable to sign-in. F. Form 3102A, Visitation Record and Observation Checklist For Supervised Visitation Services must be: 1. Documented in detail; 2. Legible and understandable to individuals other than the author; and 3. Dated (month/date/year) and signed by the performing observer. G. Form 3113, Sibling Relationship Checklist must be: 1. Documented in detail; 2. Legible and understandable to individuals other than the author; and 3. Dated (month/date/year) and signed by the performing observer. H. Record of CPS caseworker notifications or other contract-related notices and communications; Documentation of: 1. The date and method of submission (where not obviously apparent); and 2. The name of DFPS contact to whom information was provided. I. Completed Form 2057, Court Related Services Case Note.

2.15. Performance Measures

2.15.1.

Critical Task # 1: Authorized services provided by the Contractor are initiated promptly.
PERFORMANCE PERIOD: Contractor performance for this measure is determined for the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through February 28/29 (Performance Period 1); March 1 through August 31 (Performance Period 2).
Outcome Indicator: Percent of initial visits scheduled within 10 days of contractor receiving a 2054 requesting services.
Outcome Target: At least 90%
Purpose: The purpose of this measure is to evaluate the Contractor's efforts to initiate contact with families and schedule service delivery.
Data Source: Contractor self-reported data in PMET.
Methodology: The numerator is the total number of 2054s received during the Performance Period which had an initial visit scheduled within 10 days. The denominator is the total number of 2054s received during the Performance Period. The numerator is divided by the denominator, multiplied by 100, and stated as a percentage. *(Note: if a 2054 is received late in the Performance Period, the visit may take place in the following Performance Period. Results are to be reported in the Performance Period when the 2054 was sent.)*

Critical Task # 2: Contractor provides Visitation Observation notes promptly.
PERFORMANCE PERIOD: Contractor performance for this measure is determined for the following Performance Periods, wholly or partially, depending on the contract start and end dates: September 1 through February 28/29 (Performance Period 1); March 1 through August 31 (Performance Period 2).
Outcome Indicator: Percent of notes provided to the CPS worker within 5 business days.
Outcome Target: 90%
Purpose: The purpose of this measure is to evaluate the Contractor's efforts to provide information to the CPS worker.
Data Source: Contractor self-reported data in PMET.
Methodology: The numerator is the total number of visits observed during the Performance Period where the notes were provided to the CPS Worker within 5 business days. The denominator is the total number of visits observed during the Performance Period. Divide the numerator by the denominator, multiply by 100, and state as a percentage.

2.15.2. Performance Measure Reporting

A. DFPS has developed PMET [Performance Management Evaluation Tool], an Internet-based data collection and reporting system for Contractors to self- report performance measure data. The Contractor will be responsible for supporting the collection and

reporting of performance measure data. *(NOTE: The directions below are only for the collection and reporting of Performance Measure data, and do not replace or supersede directions for reporting to CPS Program elsewhere in this Contract.)*

B. The Contractor must:

1. Register an account in PMET following the provision of the first Treatment 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. Select Help>PMET User Guide.

2. Report the results for each Performance Period in the format specified by DFPS.

3. Comply with report date time frames. Performance Measure reporting is to be entered into PMET within 30 days of the end of the Performance Period in accordance with the table below:

Performance Period	Time Included	Report due in PMET by
Performance Period 1	September, October, November, December, Jan February	March 31
Performance Period 2	March, April, May, June, Ju August	September 30

4. Keep all records (physical or electronic) documenting data collected and reported in PMET. All records must be kept on file and available to DFPS upon request for the time period specified by DFPS for supporting documentation purposes. These documents must be maintained in a manner to allow for testing the validity of the results being reported in PMET.

5. **Critical Task # 1:** Enter the total number of 2054 referrals received during the Performance Period.

6. **Critical Task # 1:** Enter the total number of 2054 referrals reported in PMET Question 1 where a visit was scheduled within 10 days.

7. **Critical Task # 2:** Enter the total number of visits observed during the Performance Period.

8. **Critical Task # 2:** Enter the total number of visits reported in PMET question 3 where the observation notes were sent to the CPS worker within 5 business days.

2.16. 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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3. Utilization and Compensation

3.1. Utilization.

3.1.1. Projected Utilization.

Actual level of utilization or specific number of clients referred will vary.

3.1.2. General Utilization.

DFPS does not guarantee utilization or any level of utilization to any specific Contractor.

3.2. Compensation

3.2.1. Availability of Funds

Funding is not guaranteed at any level. Payment is based on utilization and will fluctuate throughout the term of the contract.

The Contractor is prohibited from using funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, DFPS funds may not be used as match (in-kind or cash match) for any other funding opportunity (grant application) in which the selected Contractor may be participating.

3.3. Method of Payment.

Payment will be based on performance with a Fee-for-Service payment methodology based on unit rates set by DFPS and accepted by the Contractor. **Travel and training time or costs are not payable under this contract.**

3.3.1. Unit of Service.

Contractor agrees to this basis for payment and agrees to adhere to the fiscal and billing policies and procedures of the Department.

3.3.2. 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.

3.3.3. Supervised Visit

A. 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.**

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

3.3.4. How to Bill Time

A. Billing will be under the name of the oldest authorized adult Participant in attendance.
B. 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 complete.
C. Beginning and ending time supporting the unit of service billed must be documented in each client file.

3.3.5. Supervised Visitation Services Missed Appointments

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

3.3.6. Court Related Services

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

3.3.7. Fee Schedule

Contractor will be compensated in accordance with the Fee Schedule below.

Contractor will bill for appropriate unit of service based on type of service, the site of service delivery, and applicable number of units provided.

A. DFPS is not obligated to pay more than the contracted rates for performance.
B. The Contractor will not receive any payment unless services are provided.
C. DFPS will not provide cash advances to Contractors.

FEE SCHEDULE
Supervised Visitation Services

3.3.8. Fees for all service delivery areas except those specified in 3.3.9.:

Service	Service Code	Unit of Service	Unit Rate			
			In CPS Office	Location Other Than CPS Office	Add On for Video Recording Visit	Virtual
Rules Discussion & Visitation Planning	92L	One Time	$6.25	$7.50		
Visitation	92L	*Hourly	$25.00	$30.00	$5.00	
Missed Appointments	92L	One Time	$12.50	$15.00		
Court Related Services	86H	*Hourly	$30.00			

***Billed in fifteen (15) minute increments**

3.3.9. Fees for all service delivery areas specified below:
Visits conducted in Ector (Gardendale, Goldsmith, Odessa and West Odessa), Midland (Midland), Andrews (Andrews and McKinney Acres), Ward (Barstow, Monahans, Thorntonville, Wickett, Grandfalls, and Pyote), and Howard (Coahoma, Forsan, Sand Springs and Webb Village) Counties

Service	Service Code	Unit of Service	Unit Rate			
			In CPS Office	Location Other Than CPS Office	Add On for Video Recording Visit	Virtual
Rules Discussion & Visitation Planning	92L	One Time	$7.50	$10.00		
Visitation	92L	*Hourly	$30.00	$40.00	$5.00	
Missed Appointments	92L	One Time	$15.00	$20.00		
Court Related Services	86H	*Hourly	$40.00			

***Billed in fifteen (15) minute increments**

3.4. Prompt Payment

3.4.1. Pursuant to Texas Government Code, Subtitle F, §2251.021, DFPS will make payments within thirty (30) days of receipt of a correct invoice and any required support information. In addition, DFPS will pay any interest due on overdue payments according to the provisions of Texas Government Code, Subtitle F, §2251.026.

3.5. Invoices.

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

3.5.1. Instructions for Invoicing DFPS

A. **No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices to regional Contract office.**
B. Invoice billing statements submitted to DFPS must include:
   1. Department pre-bill, signed and dated, reflecting services authorized and delivered;
   2. Signed State of Texas Purchase Voucher, Form 4116X
   3. 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
C. Any other supporting documentation requested by the Department.

3.6. Unauthorized Claims.

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

3.6.1. Service types not authorized;
3.6.2. Services delivered by a person not meeting the minimum qualifications or not having received prior DFPS approval; or
3.6.3. Service claims that exceed the number of units or fall outside the timeframes specified on Service Authorization (Form 2054).

3.7. Due Date

3.7.1. The Contractor must submit a signed and dated Department pre-bill reflecting services authorized and delivered by the 30th of the month following the month of service delivery. Invoices must be received at the designated DFPS contract office by mail or by the designated regional mailbox.

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

3.8. Sufficient Resources. The Contractor should expect a two-month delay between the time the Contractor begins providing services and the time that DFPS makes payment for those services; therefore, Contractor must maintain a minimum of two months reserve during the entire term of the contract.

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4. APPLICATION SUBMISSION & SCREENING

4.1. Open Enrollment Cancellation/Partial Award/Non-Award

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

4.2. Right to Reject Application or Portions of Applications.

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

4.3. Joint Applications

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

4.4. Withdrawal of Applications

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

4.5. Application Submission Instructions

Applicant will submit the Supervised Visitation Services Open Enrollment Application and Required Forms (see Section 5.1) to the Point of Contact (see Section 1.2).

4.6. Organization of Electronic Submission of Application

Applicant must organize the signed and scanned Application as provided for in Appendix A and 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.

4.7. Costs Incurred

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

4.8. Screening

DFPS will perform an initial screening of all Applicants 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.

4.9. Additional Information

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

4.9.1. Past business history, practices, and conduct;

4.9.2. Ability to provide the services to meet the needs of the clients for whom the services are being purchased; and

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

4.10. 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.

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5. Organization of Electronic Submission of Application

5.1. Supervised Visitation Services Open Enrollment Application & Required Forms

Appendix A: Applicant Instructions
Appendix B: Required Forms

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