



**TEXAS**  
**Department of Family**  
**and Protective Services**

**ADDENDA**

To The  
24-Hour Residential Child Care Requirements

Changes as noted in the addenda are effective on the date indicated below, and have been made to the 24-Hour Residential Child Care Requirements, which are online at [https://www.dfps.state.tx.us/Doing Business/Purchased Client Services/Residential Child Care Contracts/documents/24 Hour\\_RCC\\_Requirements.pdf](https://www.dfps.state.tx.us/Doing_Business/Purchased_Client_Services/Residential_Child_Care_Contracts/documents/24_Hour_RCC_Requirements.pdf)

**Addendum #13  
September 1, 2021**

<b>Item</b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	1115 Continuous 24-Hour Awake Supervision-Monitoring Visits and Self-Reported Violations	<b>Self-Reported Violation.</b> A Contractor is required to self-report any instance of non-compliance with this Section. If a Contractor knows he/she is not in compliance with this Section, the Contractor is required to self-report any violation within 24 hours to DFPS through Survey Monkey ( <a href="https://www.surveymonkey.com/r/ZFV9X65">https://www.surveymonkey.com/r/ZFV9X65</a> ).	<b>Self-Reported Violation.</b> A Contractor is required to self-report any instance of non-compliance with this Section. If a Contractor knows he/she is not in compliance with this Section, the Contractor is required to self-report any violation within 24 hours to DFPS through the AwakeCheck Portal ( <a href="https://int-txdfpsportal.cs32.force.com/awakecheck">https://int-txdfpsportal.cs32.force.com/awakecheck</a> ).
2.	3300 Children’s Rights	The <a href="#">Foster Care Ombudsman</a> poster must be displayed prominently.	The <a href="#">Foster Care Ombudsman</a> poster must be displayed prominently. For ways to contact the Foster Care Ombudsman, please visit: <a href="https://www.hhs.texas.gov/about-hhs/your-rights/office-ombudsman/hhs-ombudsman-foster-care-help">https://www.hhs.texas.gov/about-hhs/your-rights/office-ombudsman/hhs-ombudsman-foster-care-help</a>
3.	5510 Pre-Service Trauma-Informed Care Training Requirement	Each Caregiver and employee who provides direct care must complete a minimum of eight hours of Trauma-Informed Care training before being the only Caregiver responsible for a Child in care.	Each Caregiver and employee, including Case Managers, who provides direct care must complete a minimum of eight hours of Trauma-Informed Care training before being the only Caregiver responsible for a Child in care.

4.	5520 Annual Refresher Trauma-Informed Care Training Requirement	Each Caregiver and employee who provides direct care must complete at least two hours of Trauma-Informed Care training Annually.	Each Caregiver and employee, including Case Managers, who provides direct care must complete at least two hours of Trauma-Informed Care training Annually.
5.	5530 Documentation of Trauma-Informed Care Training	Caregivers must keep in their records certifications of completed Trauma- Informed Care training in accordance with Minimum Standards.	Caregivers and employees, including Case Managers, must keep in their records certifications of completed Trauma-Informed Care training in accordance with Minimum Standards.

**Addendum #12  
August 13, 2021**

<b>Item</b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	1110 Child Protective Services Right of Placement	Contractor must comply with the Department’s placement processes, including regular data entry or updates of vacancy status into the Department’s Child Placement Vacancy Database. To access the database and a list of State holidays select Update Provider Vacancies in the Child Care Licensing Provider Portal at: <a href="#">Child Care Provider Login</a> .	Beginning August 12, 2021, Contractor must enter vacancy and preference information for their placements into the Department’s General Placement Search (GPS). There are two methods for providing the information: Manual Data Entry or Electronic Data Transfer. The GPS Data Entry Training Manual and GPS Electronic Data Transfer Guide are located on the General Placement Search (GPS) website at: <a href="http://www.dfps.state.tx.us/Doing_Business/Purchased">http://www.dfps.state.tx.us/Doing_Business/Purchased</a>

			<p><a href="#">Client Services/Residential Child Care Contracts/GPS/default.asp</a>.</p> <p>Until August 11, 2021, Contractor must comply with the Department’s placement processes, including regular data entry or updates of vacancy status into the Department’s Child Placement Vacancy Database. To access the database and a list of State holidays select Update Provider Vacancies in the Child Care Licensing Provider Portal at: <a href="#">Child Care Provider Login</a>.</p>
2.	1415	The provider must send notification to the <a href="mailto:residential.passportaccess@dfps.state.tx.us">residential.passportaccess@dfps.state.tx.us</a> email box within 48 hours of any additions or deletions of Health Passport Authorized Users.	The provider must send notification to the <a href="mailto:RESPASS@dfps.texas.gov">RESPASS@dfps.texas.gov</a> email box within 48 hours of any additions or deletions of Health Passport Authorized Users.

**Addendum #11  
June 17, 2021**

<b><u>Item</u></b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 5330	The provider ensures that each Child age 3 through 17 entering DFPS Managing Conservatorship has an initial Child and Adolescent Needs and Strengths Assessment (CANS) completed within thirty days of entering DFPS conservatorship. When a Child turns 3 years old while in DFPS	The provider ensures that each Child age 3 through 17 entering DFPS Managing Conservatorship has an initial Child and Adolescent Needs and Strengths Assessment (CANS) completed within thirty days of entering DFPS conservatorship. When a Child turns 3 years old while in DFPS Managing

		<p>Managing Conservatorship, the initial CANS assessment should be completed within 30 days of the Child’s 3rd birthday.</p> <p>The provider schedules the CANS appointment with a STAR Health clinician who is a certified CANS assessor. The provider ensures transportation to the CANS appointment.</p> <p>The Child’s Substitute Caregiver should accompany the Child to the appointment so he or she can be interviewed by the STAR Health clinician.</p> <p>CANS re-assessments must be completed Annually from the initial assessment date while an eligible Child remains in DFPS Managing Conservatorship.</p> <p>After the CANS is completed, a CANS summary report will reside in the Child’s Health Passport. The full CANS assessment report will be sent to the CPS Caseworker via email. The provider or Caregiver may request the full assessment from the Caseworker. The CANS assessment should be addressed in the Child’s plan of service, including the identification and utilization of needs, strengths and service recommendations.</p> <p>Refer to <a href="#">Child Adolescent Needs and Strengths Assessment (CANS)</a> on the DFPS website.</p>	<p>Conservatorship, the initial CANS assessment should be completed within 30 days of the Child’s 3rd birthday.</p> <p>The provider schedules the CANS appointment with a STAR Health clinician who is a certified CANS assessor. CANS Assessments are available by telehealth for all ages. To schedule a CANS appointment through telehealth, contact STAR Health at 866-912-6283 for options. The provider ensures transportation to the CANS appointment.</p> <p>The Child’s Substitute Caregiver should accompany the Child to the appointment so he or she can be interviewed by the STAR Health clinician.</p> <p>CANS re-assessments must be completed Annually from the initial assessment date while an eligible Child remains in DFPS Managing Conservatorship.</p> <p>After the CANS is completed, a CANS summary report will reside in the Child’s Health Passport. The CANS assessment should be addressed in the Child’s plan of service, including the identification and utilization of needs, strengths and service recommendations.</p> <p>Refer to <a href="#">Child Adolescent Needs and Strengths Assessment (CANS)</a> on the DFPS website.</p>
2.	Appendix V	<ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #1.</b> Four or fewer Non-Consecutive Violations of Section</li> </ul>	<ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #1.</b> Four or fewer Non-Consecutive Violations of Section 1115.</li> </ul>

		<p>1115.</p> <ul style="list-style-type: none"> <li>○ DFPS Staff will stay on the premises until Contractor complies;</li> <li>○ DFPS will contact the placement’s leadership (i.e., Director and/or Administrator) to: <ul style="list-style-type: none"> <li>▪ Identify the cause for non-compliance, including challenges and barriers; and</li> <li>▪ Provide technical assistance as needed to assist in identifying a solution to achieve compliance; and</li> </ul> </li> <li>○ DFPS will provide written notification of a contract violation of the Continuous 24-Hour Awake Supervision contract term in the form of a final monitoring report; and</li> <li>○ DFPS will require a Corrective Action Plan be submitted by the Contractor to correct the concern(s) identified by DFPS.</li> </ul>	<ul style="list-style-type: none"> <li>○ DFPS Staff will stay on the premises until Contractor complies;</li> <li>○ DFPS will contact the placement’s leadership (i.e., Director and/or Administrator) to: <ul style="list-style-type: none"> <li>▪ Identify the cause for non-compliance, including challenges and barriers; and</li> <li>▪ Provide technical assistance as needed to assist in identifying a solution to achieve compliance; and</li> </ul> </li> <li>○ DFPS will provide written notification of a contract violation of the Continuous 24-Hour Awake Supervision contract term in the form of a final monitoring report; and</li> <li>○ DFPS will require a Corrective Action Plan be submitted by the Contractor to correct the concern(s) identified by DFPS; and</li> <li>○ Liquidated Damages* will be assessed. DFPS will withhold payments for one shift equal to \$15.46 x 8 hours = \$123.68, for each instance of non-compliance beginning with the first instance of non-compliance.</li> </ul>
3.	Appendix V	<ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #3.</b> At least one violation for non-compliance with Section 1115 in each month for two consecutive months OR when there are two Consecutive Violations. <ul style="list-style-type: none"> <li>○ The steps for Contract Actions #1 and #2 will apply; and</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #3.</b> At least one violation for non-compliance with Section 1115 in each month for two consecutive months OR when there are two Consecutive Violations. <ul style="list-style-type: none"> <li>○ The steps for Contract Actions #1 and #2 will apply; and</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>○ The DFPS Director of Placement will also participate when DFPS contacts the Contractor to discuss this Contract Action and future plans for compliance; and</li> <li>○ Liquidated Damages* will be assessed. DFPS will withhold payments for one shift equal to <math>\\$15.46 \times 8 \text{ hours} = \\$123.68</math>, for each instance of non-compliance beginning with the second instance of non-compliance.</li> </ul>	<ul style="list-style-type: none"> <li>○ The DFPS Director of Placement will also participate when DFPS contacts the Contractor to discuss this Contract Action and future plans for compliance.</li> </ul>
4.	Appendix V	<p><b>* NOTE ON LIQUIDATED DAMAGES.</b> Liquidated damages will be assessed in the State Fiscal Year (SFY) in which the first instance of a consecutive violation with Section 1115 was identified and calculated using applicable instances of violations until the Contractor is compliant with Section 1115. These will be collected during the end of year reconciliation process through an adjustment of the 2<sup>nd</sup> quarter payment or final payment if a contract should terminate prior to the end of the fiscal year.</p>	<p><b>* NOTE ON LIQUIDATED DAMAGES.</b> Liquidated damages will be assessed in the State Fiscal Year (SFY) in which the instance of a violation with Section 1115 was identified and calculated using applicable instances of violations until the Contractor is compliant with Section 1115. These will be assessed during a quarterly reconciliation process through an adjustment of payment.</p>

**Addendum #10  
May 19, 2021**

<u>Item</u>	<u>24-Hour Child-Care</u>	<u>Previous</u>	<u>Revised Language</u>
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	<b>Requirements Reference</b>		
1.	Section 1411	<p>In accordance with the Reporting Abuse, Neglect, or Exploitation requirements in Section II of the DFPS Vendor Supplemental and Special Conditions, the Provider must, within 24 hours, report to the Residential Contract Manager (RCM), Caseworker, and the Caseworker’s Chain of Command any allegation or finding of a Serious Incident, which includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• A Child running away;</li> <li>• A Child’s death;</li> <li>• A Child’s abuse, neglect, and/or exploitation; and</li> <li>• Child on child physical and/or sexual abuse.</li> </ul> <p><i>Minimum Standards for CPAs, 26 TAC, Chapter 749, Subchapter D, <a href="#">Division 1</a></i></p> <p><i>Minimum Standards for GROs, 26 TAC, Chapter 749, Subchapter D, <a href="#">Division 1</a></i></p> <p>The Provider must also report Serious Incidents to the DFPS Statewide Intake hotline at 1-800-252-5400 or report online at <a href="https://www.txabusehotline.org">https://www.txabusehotline.org</a>.</p>	<p>In accordance with the Reporting Abuse, Neglect, or Exploitation requirements in Section II of the DFPS Vendor Supplemental and Special Conditions, the Provider must, within 24 hours, report to the Residential Contract Manager (RCM), Caseworker, and the Caseworker’s Chain of Command any allegation or finding of a Serious Incident, which includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• A Child running away;</li> <li>• A Child’s death;</li> <li>• A Child’s abuse, neglect, and/or exploitation; and</li> <li>• Child on child physical and/or sexual abuse.</li> </ul> <p>The Provider must also report Serious Incidents to the DFPS Statewide Intake hotline at 1-800-252-5400 or report online at <a href="https://www.txabusehotline.org">https://www.txabusehotline.org</a>.</p> <p>Out-of-State Providers must also report Serious Incidents to the DFPS Interstate Compact for Placement of Children (ICPC) by email at <a href="mailto:ICPCHS@dfps.texas.gov">ICPCHS@dfps.texas.gov</a>.</p> <p><i>Minimum Standards for CPAs, 26 TAC, Chapter 749, Subchapter D, <a href="#">Division 1</a></i></p> <p><i>Minimum Standards for GROs, 26 TAC, Chapter 749, Subchapter D, <a href="#">Division 1</a></i></p>

**Addendum #9**



**February 23, 2021**

<b>Item</b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Appendix V	<p><b>CONTRACT ACTIONS AND LIQUIDATED DAMAGES</b></p> <ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #1.</b> Four or fewer Non-Consecutive Violations of Section 1115.               <ul style="list-style-type: none"> <li>○ DFPS Staff will stay on the premises until Contractor complies;</li> <li>○ DFPS will contact the placement’s leadership (i.e., Director and/or Administrator) to:                   <ul style="list-style-type: none"> <li>▪ Identify the cause for non-compliance, including challenges and barriers; and</li> <li>▪ Provide technical assistance as needed to assist in identifying a solution to achieve compliance; and</li> </ul> </li> <li>○ DFPS will provide written notification of a contract violation of the Continuous 24-Hour Awake Supervision contract term in the form of a final monitoring report; and</li> </ul> </li> </ul>	<p><b>CONTRACT ACTIONS AND LIQUIDATED DAMAGES</b></p> <ul style="list-style-type: none"> <li>• <b>CONTRACT ACTION #1.</b> Four or fewer Non-Consecutive Violations of Section 1115.               <ul style="list-style-type: none"> <li>○ DFPS Staff will stay on the premises until Contractor complies;</li> <li>○ DFPS will contact the placement’s leadership (i.e., Director and/or Administrator) to:                   <ul style="list-style-type: none"> <li>▪ Identify the cause for non-compliance, including challenges and barriers; and</li> <li>▪ Provide technical assistance as needed to assist in identifying a solution to achieve compliance; and</li> </ul> </li> <li>○ DFPS will provide written notification of a contract violation of the Continuous 24-Hour Awake Supervision contract term in the form of a final monitoring report; and</li> <li>○ DFPS will require a Corrective Action Plan be submitted by the Contractor to correct the concern(s) identified by DFPS.</li> </ul> </li> </ul>

**Addendum #7  
December 17, 2020**

<b><u>Item</u></b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 1115		<p>Added two instances of Citation <b>Continuous 24-Hour Awake Supervision Violations</b></p> <ul style="list-style-type: none"> <li>• <u>Failure to Provide Supervision.</u> Contractor’s Caregiver staff that fails to provide continuous awake supervision for DFPS children. Examples of noncompliance include, but are not limited to, Contractor’s Caregiver staff sleeping, having been asleep, or awake staff that is not present at the location where DFPS children and youth are located.</li> <li>• <u>Failure to Provide Access.</u> DFPS monitoring staff is unable to access the facility or foster home. Examples of non-compliance include, but are not limited to monitoring staff’s access that is denied, delayed by more than ten minutes, or there is no response to DFPS monitoring staff’s attempt to obtain access to the placement location.</li> </ul>
2.	Section 1420		<p>Added Section 1420 Notifications Related to the Child</p> <p>DFPS will provide the child’s placement a completed Placement Summary (Form K-908-2279) and its Attachment A - Child Sexual History Report, which provides any history of sexual victimization or sexual aggression for each child upon placement. When a history of sexual aggression, behaviors, or victimization is identified after placement, DFPS will provide an</p>

			<p>updated Attachment A to the child’s placement to ensure that the placement addresses the child’s safety, any therapeutic needs, and other children’s safety. Providers must ensure that their placement policy or other applicable operating policy reflects the requirements described in this section</p> <p><b>Required Initial Signatures</b></p> <p><b>GRO</b> At time of placement and when the Attachment A is updated, the child’s placement administrator, receiving intake staff (as applicable), and the child’s case manager are required to sign the K-908-2279 and its Attachment A (or an updated one) and return it to the child’s DFPS caseworker. If any of these required signatories are not present at the time of placement, the child’s placement administrator, or their designee in their absence, will ensure all required signatories sign and return these documents to the child’s DFPS caseworker within three business days.</p> <p><b>CPA</b> When a child is placed in a foster home, the DFPS caseworker will acquire the signatures from each foster parent to acknowledge receipt of the K-908- 2279 and its Attachment A; and will also acquire these signatures when there is an update to Attachment A. If DFPS staff is having difficulty obtaining foster parent signatures on the 2279/Attachment A, the placement administrator must assist and ensure these documents are returned to the child’s DFPS caseworker within three business days of placement or update.</p> <p><b>Subsequent Certification by Caregivers</b></p> <p><b>GRO</b> At the time of placement, and when the Attachment A is updated, each child’s placement administrator must inform all caregivers if a child has a history of sexual aggression, behaviors, or victimization as provided for in Attachment A. As</p>
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			<p>proof of this notification, the placement administrator must obtain each caregiver’s signature on the certification form attached to Form K-908-2279, Attachment A. Each GRO must have a written process to provide notice to a temporary placement (psychiatric or medical hospital, juvenile detention facility, respite care, etc.) of any associated child sexual aggression, behaviors, or victimization noted in Attachment A. The Administrator and Case Manager for the child must ensure that any temporary placement is provided the information and that proof in the form of a signed DFPS certification form is obtained from the temporary caregiver(s). The placement administrator will maintain copies of the certification form for each child and provide such to DFPS upon request.</p> <p><b>CPA</b> Each CPA must have a written process in place to provide notice to a temporary placement (psychiatric or medical hospital, juvenile detention facility, respite care, etc.) of any associated child sexual aggression, behaviors, or victimization noted in Attachment A. The case manager for the foster home must ensure that any temporary placement is provided the information and that proof in the form of signed DFPS certification form is obtained from the temporary caregiver(s). The case manager must retain this documentation in the foster home record and will submit to DFPS upon request.</p>
3.	Appendix I	<p><b>Caregiver:</b> A person whose duties include the supervision, guidance, and protection of a Child or Children.</p>	<p>Enhanced the glossary definition of Caregiver</p> <p><b>Caregiver:</b> For purposes of Remedial Orders 25, 27, and 31, a caregiver is a person, including an employee, foster parent, contract service provider, or volunteer, whose day to day responsibilities include direct care, supervision, guidance, and protection of a child/youth in care. This includes employees and contract staff who</p>

			<p>provide 24-hour awake night supervision in accordance with Remedial Orders A7 and A8. Generally, and in furtherance of a child/youth having as normal of a life experience as possible while in substitute care, "caregiver" does not include individuals who are not routinely responsible for direct care, supervision, guidance, and protection of a child/youth in care, such as school personnel, mentors, tutors and chaperones. Instead, determining what information to provide an adult involved with a child/youth's normalcy activity (e.g., extra-curricular activity, part-time job, church activities, school field trip, visit to friend's house) must be considered on a case-by-case basis, keeping in mind the confidential nature of the information and the need to balance the child/youth's privacy concerns. Depending on the history, age of the child/youth, and situation in which the child/youth may be when engaging in a normalcy activity, the involved adult may not need to know of the child/youth's history, for example a tutor periodically at the child/youth's placement or an adult chaperone on a school field trip.</p>
4.	Appendix I		<p>Added the glossary definition of Apprised  <b>Apprised:</b> DFPS acknowledges and agrees that in order to protect children from sexual abuse, those individuals who meet the definition of caregiver above, i.e. who have day to day responsibility over caring for children, should be aware of the information they need to keep children safe. Given that staff of operations may fluctuate and given the expectations DFPS will add and enforce in contracts regarding administration/intake staff sharing this information with direct-care staff who need it, DFPS proposes to define "apprise" as follows: "to</p>

			<p>direct information regarding sexual abuse or sexual aggression history to (a) with regards to a foster home, the individual foster parents, and (b) with regards to a GRO, the administrator, receiving intake staff, and child’s case manager, all of whom DFPS must ensure (through monitoring and contractual enforcement) share this information to those staff who are included within the definition of a caregiver. The obligation to apprise also includes the obligation to monitor and enforce contractual requirements and agency expectations regarding provision of the information to caregivers.”</p>
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**Addendum #6  
December 10, 2020**

<b><u>Item</u></b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 1411	<p>Within the timeframe mandated by Minimum Standards and in accordance with Reporting Abuse, Neglect or Exploitation requirements in Section II of the DFPS Vendor Supplemental and Special Conditions, the provider must notify the CPS Caseworker and Chain of Command of any Serious Incident, including but not limited to:</p> <ul style="list-style-type: none"> <li>• A Child running away;</li> <li>• A Child’s death; and</li> <li>• A Child’s abuse, neglect, or exploitation.</li> </ul> <p>Minimum Standards for CPAs, 26 TAC, Chapter 749, Subchapter D, Division 1</p>	<p>Enhanced Section 1411 Reporting Serious Incidents to DFPS            In accordance with the Reporting Abuse, Neglect, or Exploitation requirements in Section II of the DFPS Vendor Supplemental and Special Conditions, the Provider must, within 24 hours, report to the Residential Contract Manager (RCM), Caseworker, and the Caseworker’s Chain of            18            Command any allegation or finding of a Serious Incident, which includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• A Child running away;</li> <li>• A Child’s death;</li> <li>• A Child’s abuse, neglect, and/or exploitation;</li> </ul> <p>and</p>

	<p>Minimum Standards for GROs, 26 TAC, Chapter 748, Subchapter D, Division 1 The provider may report Serious Incidents to the DFPS Statewide Intake hotline at 1-800-252-5400.</p>	<ul style="list-style-type: none"> <li>• Child on child physical and/or sexual abuse.</li> </ul> <p>Minimum Standards for CPAs, 26 TAC, Chapter 749, Subchapter D, Division 1 Minimum Standards for GROs, 26 TAC, Chapter 749, Subchapter D, Division 1 The Provider must also report Serious Incidents to the DFPS Statewide Intake hotline at 1-800-252-5400.</p>
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**Addendum #5  
September 1, 2020**

<b><u>Item</u></b>	<b><u>24-Hour Child-Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 1110	The provider must post the Foster Care Ombudsman’s sign in English and Spanish in a location visible and easily accessible to Children.	Enhanced to clarify The provider must post the Foster Care Ombudsman’s sign in English and Spanish in a location where it is easily accessible and legible to the child population served.
2.	Section 1115	For the purpose of this section, Continuous 24-Hour Awake Supervision means caregivers are awake to supervise children continuously, 24 hours a day; children means child and youth under the age of 18.	Enhanced Section 1115 Continuous 24-Hour Awake Supervision by adding language after 1st paragraph For the purpose of this section, Continuous 24-Hour Awake Supervision means caregivers are awake to supervise children continuously, 24 hours a day; children means child and youth under the age of 18. Contractor Emergency On-Call Contact. The Contractor must provide and maintain a current designated emergency on-call contact during the overnight hours. The current contact information must be provided to the DFPS contract manager and must be available to contractor staff responsible for supervision. The Contractor will ensure the emergency on-call contact is readily

			<p>accessible and is able to implement an immediate plan for compliance with supervision requirements.</p> <p>24-Hour Awake Supervision contract violations, subject to liquidated damages, are those violations validated through Contractor self-reported incidents or unannounced monitoring visits. Unannounced monitoring visits will be conducted during the overnight hours.</p> <p>On-site monitoring violations are defined as below:</p> <ul style="list-style-type: none"> <li>• Failure to provide supervision. This is defined as staff assigned to supervise are not awake or supervision is not continuous. This includes but is not limited to, caregiver reported, instances of staff sleeping or having been sleeping, or awake staff not present in the building.</li> <li>• Failure to provide access. This includes but is not limited to, DFPS monitoring staff's inability to access the facility. Including access that is denied; access that is delayed by more than 10 minutes; or there is no response to DFPS staff's attempt to obtain access to the facility or foster home.</li> <li>• Failure to properly document supervision. This includes, but is not limited to, Contractor staff prefilling or not completing the supervision chart or other system such as an electronic system, that fails to record and therefore support the supervision rounds were conducted as required by the Contractor's supervision policy.</li> </ul> <p>24-Hour Awake Supervision violation identified during a monitoring visit. DFPS staff will:</p> <ul style="list-style-type: none"> <li>• Contact the Contractor's emergency on-call staff and request an immediate plan for ensuring supervision will be in place for the night,</li> </ul>
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			<ul style="list-style-type: none"> <li>• Remain on premises until compliance is met,</li> <li>• Notify the Contractor in writing of the unannounced visit, the nature of the contract violation identified, and they or their designee will be contacted by the DFPS staff and given the option to provide supporting information as to why a noncompliance should not be cited, and</li> <li>• Consider any additional information the contractor provides.</li> </ul> <p>Self-Reported 24-Hour Awake Supervision violation. When a Contractor self-report is received the contractor will be contacted by the DFPS staff, and given the option to provide supporting information as to why a noncompliance should not be cited, and consider any additional information the contractor provides.</p> <p>Monitoring Disposition. DFPS will notify the contractor in writing of:</p> <ul style="list-style-type: none"> <li>• A monitoring disposition of compliance, with no further action needed, or</li> <li>• A monitoring disposition of a contract violation, requiring:             <ul style="list-style-type: none"> <li>o A Contractor’s written response within 3 business days of receipt of the written monitoring findings correspondence, the Contractor’s analysis of the cause of the violation, and a plan for correction and the elimination of the risk for repeat findings.</li> </ul> </li> </ul>
3.	Section 1410	<p>In addition to Minimum Standards notifications, the Contractor will:            Notify the CPS Caseworker, the CPS Supervisor, and the Regional Placement unit for the Child’s legal region within 24 hours, when the Contractor knows that a Child placed by the Department and in</p>	<p>Added an additional notification            In addition to Minimum Standards notifications, the Contractor will:            Notify the CPS Caseworker, the CPS Supervisor, and the Regional Placement unit for the Child’s legal region within 24 hours, when the Contractor knows that a Child placed by the Department and in the Contractor’s care requires hospitalization;</p>

		<p>the Contractor’s care requires hospitalization;</p> <p>Notify the residential contract manager within 10 calendar days if there are payment issues which cannot be resolved by the applicable regional foster care billing coordinator.</p>	<p>If an onsite psychiatrist evaluates a youth for concerns of needing acute psychiatric hospitalization and determines that a hospital assessment is not necessary, the Contractor will notify the CPS Caseworker and the CPS Supervisor within 24 hours of the onsite psychiatrist’s determination.</p> <p>Notify the residential contract manager within 10 calendar days if there are payment issues which cannot be resolved by the applicable regional foster care billing coordinator.</p>
4.	Section 3300	<p>The provider must give all Children a written copy of the CPS Rights of Children and Youth in Foster Care (Form 2530) at the time of placement. The provider, Caregiver, or CPS Caseworker must review the document with the Child and explain the Child’s rights. If the Child is 5 or older the Child MUST sign the document.</p>	<p>Removed “or CPS Caseworker”</p> <p>The provider must give all Children a written copy of the CPS Rights of Children and Youth in Foster Care (Form 2530) at the time of placement. The provider or Caregiver must review the document with the Child and explain the Child’s rights. If the Child is 5 or older the Child MUST sign the document.</p>
5.	Section 4500	<p>Life-skills trainings are tailored to a Child’s skills and abilities and must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Performing basic household tasks;</li> <li>• Maintaining personal hygiene;</li> <li>• Doing laundry;</li> <li>• Grocery shopping;</li> <li>• Meal preparation and cooking;</li> <li>• Learning about nutrition to promote healthy food choices;</li> <li>• Using public transportation (when appropriate);</li> <li>• Balancing a checkbook;</li> </ul>	<p>Added “Mental Health Services;” to list</p> <p>Life-skills trainings are tailored to a Child’s skills and abilities and must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Performing basic household tasks;</li> <li>• Maintaining personal hygiene;</li> <li>• Mental Health services;</li> <li>• Doing laundry;</li> <li>• Grocery shopping;</li> <li>• Meal preparation and cooking;</li> <li>• Learning about nutrition to promote healthy food choices;</li> <li>• Using public transportation (when appropriate);</li> <li>• Balancing a checkbook;</li> </ul>

		<ul style="list-style-type: none"> <li>• Managing personal finances in accordance with the Financial Literacy Education Program Expectations developed in collaboration with the Office of Consumer Credit Commissioner and the State Securities Board (Refer to Resources to Aid Caregivers below); and</li> <li>• Establishing a savings account for youth and young adults who have a source of income.</li> </ul>	<ul style="list-style-type: none"> <li>• Managing personal finances in accordance with the Financial Literacy Education Program Expectations developed in collaboration with the Office of Consumer Credit Commissioner and the State Securities Board (Refer to Resources to Aid Caregivers below); and</li> <li>• Establishing a savings account for youth and young adults who have a source of income.</li> </ul>
6.	Section 4900		<p>Added Section 4900 Runaway Prevention Contractors must develop and implement policies and practices that support runaway prevention for the children and youth placed in their operation.</p> <p>The policies and practices should consist of:</p> <ul style="list-style-type: none"> <li>• An evaluation of behaviors indicating a higher likelihood of running away to identify children at risk of running away.</li> <li>• Treatment planning which includes a discussion and documentation of efforts to prevent the child or youth from running away when they have risk factors that indicate they are at a higher risk for running away.</li> <li>• Strategies for working with the child or youth to prevent runaway behaviors.</li> <li>• The use of de-escalation techniques for staff and foster parents when working with a child or youth who have risk factors for running away behaviors.</li> </ul> <p>The policies and practices must:</p> <ul style="list-style-type: none"> <li>• Be trauma-informed</li> <li>• Use the reasonable and prudent parent standard for decision making about the child or youth.</li> <li>• Use a Runaway Prevention Plan when a child or youth:</li> </ul>

			<ul style="list-style-type: none"> <li>• has a recent episode of running away or human trafficking victimization, or</li> <li>• has verbalized a serious desire to run away or their behaviors have escalated indicating the need for intervention.</li> </ul> <p>The runaway prevention plan can be developed by the operation or the operation can use DFPS FORM 2882.</p> <p>Runaway Prevention Plans must:</p> <ul style="list-style-type: none"> <li>• Be completed within 48 hours of identification of a child or youth who is at higher risk of running away as indicated by a history of running away within in the last 6 months, recent threats to run away, or human trafficking history.</li> <li>• Be child-centered.</li> <li>• Be strengths-based.</li> <li>• Be proactive in planning for if the child does run away.</li> <li>• Present alternatives for the child to use as an outlet for frustrations that are a result of the risk factors for running away.</li> <li>• Plan for the child’s safety and well-being.</li> <li>• Explore reasons for past runaway episodes and triggers.</li> <li>• Be evaluated monthly to ensure updates are made or if the plan can be ended due to runaway risk being mitigated.</li> <li>• Include child’s input.</li> <li>• Have Caseworker be invited to contribute to the plan, but contractor can proceed without caseworker if contractor is unable to get a hold of the caseworker or caseworker is unable to attend.</li> </ul>
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			<p>Note: When an operation implements a Runaway Prevention Plan the child’s assigned caseworker and supervisor need to be informed in writing and provided a copy of the Runaway Prevention Plan within 24 hours.</p> <p>Staff assigned to provide supervision for the child must be informed of the child’s risk for running away. Training should be provided to staff and foster parents that builds skills in de-escalation.</p>
7.	Section 6500	A pre-school program may be provided by a school district, Head Start, or some other early childhood program provider.	<p>Added sentence on how to obtain Verification Letter A pre-school program may be provided by a school district, Head Start, or some other early childhood program provider. To obtain a pre-kindergarten Verification Letter, email the child’s full legal name and date of birth to <a href="mailto:Prekverificationltrs@dfps.state.tx.us">Prekverificationltrs@dfps.state.tx.us</a></p>
8.	Section 8220		<p>Added 72-Hour Discharge Notice This type of notice may be used when a Child is absent from the operation without permission and it is not suspected that the Child will return in the foreseeable future. If the child returns to the operation before the 72-hour discharge expires, then the provider must allow the child to remain at the operation and the discharge notice is no longer in effect. If the youth returns prior to the 72 hours, the 72-hour discharge is voided.</p>
9.	Appendix IV	*Shift: A unit derived from applying the applicable ratio using child FTE placement days for payment purposes and child FTE paid days for reconciliation.	<p>Enhanced and clarified the definition of *Shift *Shift: A unit derived from applying the applicable ratio using child FTE placement days for quarterly payment purposes and child FTE paid days for end of fiscal year reconciliation.</p>
10.	Appendix V		<p>Added new Appendix V: 24-Hour Awake Supervision Progressive Intervention and Liquidated Damages</p>

			<p>DFPS will conduct unannounced visits necessary to confirm awake and continuous in-person supervision.</p> <p>A finding of noncompliance results from a monitoring visit or a self-reported incident as documented in a DFPS final monitoring report. Each instance of a self-reported violation occurring within any one eight-hour sleeping period is equal to one contract violation for failure to maintain awake and continuous supervision.</p> <p><b>Non-Consecutive Findings</b></p> <p>The Contractor will participate as detailed below when non-consecutive monitoring visits or self-reported supervision incidents result in findings subject to liquidated damages. The period will be a rolling 12-month period beginning with an instance of noncompliance.</p> <p>Contract Action #1 is conducted when four or fewer, non-consecutive findings of failure to provide 24-hour awake and continuous supervision, are determined during on-sight monitoring visits or self-reported instances DFPS staff will:</p> <ul style="list-style-type: none"><li>• Stay on premises until compliance is met,</li><li>• Contact the facility leadership (ex. Director and Administrator) to address and identify cause contributing to the non-compliance, including challenges and barriers, and to provide technical assistance as needed to assist in identifying a solution, and</li><li>• Provide written notification of a contract violation of the 24-Hour awake and continuous supervision contract term.</li></ul> <p>Contract Action #2 is conducted when five non-consecutive findings of failure to provide 24-hour awake and continuous supervision, are</p>
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			<p>determined during on-sight monitoring visits or self -reported instances DFPS staff will:</p> <ul style="list-style-type: none"> <li>• Complete the interventions steps identified as Contract Action #1 above, and</li> <li>• Meet with the Contractor’s Board President and contract signatory to address the identification of a pattern of violations and to explain the progressive intervention steps, and</li> <li>• Obtain reasonable assurance for compliance from the Contractor’s representatives.</li> </ul> <p>Consecutive Findings &amp; Liquidated Damages The Contractor will participate as detailed below when consecutive monitoring visits or self-reported supervision incidents result in findings subject to liquidated damages. Liquidated damages will be assessed in the state fiscal year in which the first instance of non-compliance was identified and calculated using applicable instances of findings until compliance is satisfied. Liquidated damages will be collected during the end of year reconciliation process through an adjustment of the 2nd quarter payment or final payment if a contract should terminate prior to the end of the fiscal year. DFPS staff will conduct the following contract actions associated with the conditions identified below: (see Chart below)</p>
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Contract Action	Conditions	Process	Liquidated Damages
#1	Four or fewer, non-consecutive findings of failure to provide 24-hour awake and continuous supervision, are determined during on-sight monitoring visits or self -reported instances.	DFPS staff will: <ul style="list-style-type: none"> <li>• Stay on premises until compliance is met,</li> <li>• Contact the facility leadership (ex. Director and Administrator) to address and identify cause contributing to the non-compliance, including challenges and barriers, and to provide technical</li> </ul>	NA

		<p>assistance as needed to assist in identifying a solution, and</p> <ul style="list-style-type: none"> <li>• Provide written notification of a contract violation of the 24-Hour awake and continuous supervision contract term in the form of a final monitoring report.</li> </ul>	
#2	<p>Five non-consecutive findings of failure to provide 24-hour awake and continuous supervision, are determined during on-sight monitoring visits or self-reported instances</p>	<p>DFPS staff will:</p> <ul style="list-style-type: none"> <li>• Complete the interventions steps identified in Contract Action #1 above, and</li> <li>• Meet with the Contractor's Board President and contract signatory to address the identification of a pattern of violations and to explain the progressive intervention steps, and</li> <li>• Obtain reasonable assurance for compliance from the Contractor's representatives.</li> </ul>	NA
#3	<p><b>Condition 1:</b> One finding is determined in each month in a consecutive 2 month period</p> <p>OR</p> <p><b>Condition 2:</b> Two consecutive findings.</p>	<ul style="list-style-type: none"> <li>• Follow Contract Actions #1&amp;2.</li> <li>• DFPS Director of Placement will participate in Contractor contact.</li> </ul>	<p>* Withhold supplemental payments for 1 shift equal to <math>\\$15.46 \times 8 = \\$123.68</math>, for each instance of noncompliance beginning with the second instance of noncompliance.</p>
#4	<p><b>Condition 1:</b> One finding is determined in each month in a consecutive 3 month period.</p> <p>OR</p> <p><b>Condition 2:</b> Three consecutive findings</p>	<ul style="list-style-type: none"> <li>• Follow Contract Action #3 above</li> <li>• **Place facility on placement hold.</li> </ul>	<p>* Withhold supplemental payments for ALL shifts for each instance of noncompliance beginning with the third instance of noncompliance.</p>



			<b>Liquidated damages will continue until 2 unannounced visits within a 4-week period are conducted and sustained compliance is verified:</b>
#5	<p><b>Condition 1.</b> One finding is determined in each month in a consecutive 5 month period.</p> <p>OR</p> <p><b>Condition 2.</b> Five consecutive findings</p>	<p>Follow Contract Action #3 above.</p> <p>**Continue with placement hold, as DFPS seeks the federal District Court’s permission to remove child(ren) and youth in PMC due to failure or inability to provide 24-hour awake night supervision and if approved, proceed with the removal of child(ren) after taking appropriate next steps with the state court with jurisdiction of the child or youth’s SAPCR and relevant interested stakeholders.</p>	<p>Withhold supplemental payments for All shifts for each day beginning with the second instance of noncompliance until compliance is satisfied or children have been removed from the operation.</p>
			<p>(End of Chart)</p> <p><i>Note: Kinship homes are excluded from placement changes.</i></p> <p>* NA for CPA foster homes.</p> <p>** If CPA, placement hold is specific to the foster home in violation of supervision. Placement hold will continue through attrition resulting in the number of children to 6 or fewer therefore no longer necessitating</p>

			<p>awake night supervision. Program will discontinue placements that will necessitate 24-Hour Awake Supervision in the specific foster home.</p>
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**Addendum #4  
March 31, 2020**

<u>Item</u>	<u>24 Hour Child Care Requirements Reference</u>	<u>Previous</u>	<u>Revised Language</u>						
1.	Appendix IV		<p>Added Appendix IV Effective November 8, 2019, a quarterly supplemental payment to assist with the cost of providing 24-Hour Awake Night Supervision to children in DFPS conservatorship, as provided for in the Open Enrollment, Section 3.2.11 Utilization and Payment. Child Specific Contracts and Temporary Emergency Placement (TEP) placements are excluded from supplemental payments.</p> <p>The methodology is specific to GROs with 6 or more children in placement at either one of the following two GRO categories and at the associated ratios:</p> <table border="1" data-bbox="1203 1218 1764 1331"> <tr> <td>GRO Category</td> <td>Ratio</td> </tr> <tr> <td>Treatment or Emergency Care Services</td> <td>1:15 staff to child FTE**</td> </tr> <tr> <td>Child Care (Non-Treatment or Emergency Care)</td> <td>1:7 of staff to child FTE</td> </tr> </table> <p>Methodology: # of shifts X (\$15.46 X 8) = payment.</p>	GRO Category	Ratio	Treatment or Emergency Care Services	1:15 staff to child FTE**	Child Care (Non-Treatment or Emergency Care)	1:7 of staff to child FTE
GRO Category	Ratio								
Treatment or Emergency Care Services	1:15 staff to child FTE**								
Child Care (Non-Treatment or Emergency Care)	1:7 of staff to child FTE								

			<p>The hourly rate is \$15.46, for an 8-hour shift* in a 24-hour period.</p> <p><i>Ex.1. Child Care, ratio 1:7.</i>  <i>80 placement days in a 30 day month (80/30) = 3 child FTEs = 1 shift a day</i>  <i>Payment = 1 shift X \$123.68 = \$123.68 a day X 30 day month = \$3,710.40 for one month in the quarter.</i></p> <p><i>Ex. 2. GRO – Treatment Services, ratio 1:15.</i>  <i>560 placement days in a 30 day month (560/30) = 19 child FTEs = 2 shifts a day</i>  <i>Payment = 2 shift X \$123.68 = \$247.36 a day X 30 day month = \$7,420.80 for one month in the quarter.</i></p> <p><i>*Shift: A unit derived from applying the applicable ratio using child FTE placement days for payment purposes and child FTE paid days for reconciliation.</i></p> <p><i>**Child FTE: Full time equivalent is calculated by:</i></p> <p style="text-align: center;"><i><math>\frac{\text{Number of placement days}}{\text{Number of days in the month}}</math> or <math>\frac{\text{Number of paid days}}{\text{Number of days in the month}}</math>.</i></p> <p>Payments to Contractors that utilized DFPS third-party staff will be calculated using the applicable formulas above and reduced by the number of shifts DFPS provided through a third party. Contractors with multiple contracts to include contracts with Community Based Care SSCCs, may receive an aggregated payment and subsequent reconciliation processed under a specific DFPS Agency Account ID#.</p>
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**Addendum #3  
January 6, 2020**

<b>Item</b>	<b><u>24 Hour Child Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>															
1.	Section 5600	<p><b>5600 Sexual Abuse Caregiver Training</b>                      Each caregiver and employee who provides direct care must complete the DFPS Caregiver Training on Sexual Abuse, the link for which will be posted at <a href="https://www.dfps.state.tx.us/Training/">https://www.dfps.state.tx.us/Training/</a>. Training must be completed before being the only Caregiver responsible for a Child in care and on an Annual basis thereafter.</p>	<p>Enhanced Section 5600  <b>5600 Sexual Abuse Caregiver Training</b>                      Each caregiver and employee who provides direct care must complete the DFPS caregiver training on recognizing and reporting child sexual abuse: A Training for Caregivers or un capacitación para cuidadores, located at <a href="https://www.dfps.state.tx.us/Training/">https://www.dfps.state.tx.us/Training/</a>. Training must be completed before being the only caregiver responsible for a Child in care and on an annual basis thereafter.</p>															
2.	Section 5610	<p><b>5610 Documentation of Sexual Abuse Caregiver Training</b>                      Caregivers must keep a copy of the certification of completed DFPS Caregiver Training on Sexual Abuse in their records.</p>	<p>Enhanced Section 5610  <b>5610 Documentation of Sexual Abuse Caregiver Training</b>                      Contractor must maintain a copy on file of the certificate of completion, generated by the DFPS training system, for each applicable individual caregiver and employee.</p>															
3.	Section 5620		<p>Added Section 5620  <b>5620 Sexual Abuse Caregiver Training Reporting Requirements</b>                      The Contractor will submit a cumulative report in the format provided by DFPS, on a quarterly basis according to the following reporting periods and reporting frequencies:</p> <table border="1" data-bbox="1339 1162 1774 1317"> <thead> <tr> <th>Reporting Period</th> <th>Time Included</th> <th>Due to DFPS</th> </tr> </thead> <tbody> <tr> <td>Quarter 1</td> <td>Oct, Nov, Dec</td> <td>Jan 15</td> </tr> <tr> <td>Quarter 2</td> <td>Jan, Feb, Mar</td> <td>April 15</td> </tr> <tr> <td>Quarter 3</td> <td>Apr, May, June</td> <td>July 15</td> </tr> <tr> <td>Quarter 4</td> <td>July, Aug, Sept</td> <td>Oct 15</td> </tr> </tbody> </table>	Reporting Period	Time Included	Due to DFPS	Quarter 1	Oct, Nov, Dec	Jan 15	Quarter 2	Jan, Feb, Mar	April 15	Quarter 3	Apr, May, June	July 15	Quarter 4	July, Aug, Sept	Oct 15
Reporting Period	Time Included	Due to DFPS																
Quarter 1	Oct, Nov, Dec	Jan 15																
Quarter 2	Jan, Feb, Mar	April 15																
Quarter 3	Apr, May, June	July 15																
Quarter 4	July, Aug, Sept	Oct 15																

**Addendum #2  
September 1, 2019**

<b>Item</b>	<b><u>24 Hour Child Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 1110	The provider must post the Foster Care Ombudsman’s sign in a location visible and easily accessible to children.	Enhanced to clarify both English and Spanish Foster Care Ombudsman posters are required The provider must post the Foster Care Ombudsman’s sign in English and Spanish in a location visible and easily accessible to Children.
2.	Section 1115	<p>(Definition) For the purpose of this section, Continuous 24 – Hour Awake Supervision means caregivers are awake to supervise children continuously, 24 hours a day; children means children and youth under the age of 18.</p> <p>(Requirement) All providers serving more than six children in their facility must provide Continuous 24 – Hour Awake Supervision. Provider’s supervision policies and procedures must consider and address the ages, needs, living arrangements, and levels of service of the children and youth placed at a facility in addition to the physical environment and layout of the facility.</p> <p>The Provider must notify DFPS when this condition is not met in the format provided by DFPS. This report will be submitted within 24 hours of the occurrence and include Contractor actions.</p>	<p>Enhanced Section 1115 for types of providers (Definition) For the purpose of this section, Continuous 24– Hour Awake Supervision means caregivers are awake to supervise children continuously, 24 hours a day; children means children and youth under the age of 18.</p> <p><b>Requirements for General Residential Operation</b> All providers serving more than six children in their facility must provide Continuous 24 – Hour Awake Supervision. Provider’s supervision policies and procedures must consider and address the ages, needs, living arrangements, and levels of service of the children and youth placed at a facility in addition to the physical environment and layout of the facility. The Provider must notify DFPS when this condition is not met in the format provided by DFPS. This report will be submitted within 24 hours of the occurrence and include Contractor actions. The Provider must obtain approval from DFPS prior to modifying its policies and procedures for Continuous 24–Hour Awake Supervision.</p> <p><b>Requirements for Group Homes</b></p>

			<p>For the purpose of this section, <i>children</i> means children under the age of 18.</p> <p>The contractor must ensure that any foster home verified as a foster group home has a 24 hour awake supervision plan, approved by DFPS, on file with DFPS.</p> <p>The contractor must ensure that any foster group home with 7 or more total children in the home follows the 24 hour awake supervision plan approved by DFPS.</p> <p>The contractor must ensure that any foster group home has a 24 hour awake supervision plan approved by DFPS on file with DFPS prior to accepting placement of a child or youth in DFPS conservatorship.</p> <p>The contractor must ensure that the 24 hour awake supervision plan is updated and provided to DFPS within 24 hours of any change in the household composition. This includes admissions and discharges of children in DFPS conservatorship.</p> <p><b>Requirements for Foster Family Homes with more than 6 children</b></p> <p>For the purpose of this section, <i>children</i> means children under the age of 18.</p> <p>If a foster family home is granted a variance or completes a Foster Family Home Capacity Exception Form allowing for the placement of a 7th or 8th child into a foster family home, the provider must:</p> <ul style="list-style-type: none"> <li>• Complete an addendum on the family indicating how the caregiver will meet the additional children’s needs including safety and supervision needs;</li> <li>• Submit the home study and the home study addendum to the CPS Director of Placement prior to the placement of the additional child(ren) into the foster home;</li> </ul>
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			<ul style="list-style-type: none"> <li>• Submit a <a href="#">24 Hour Awake Caregiver Supervision Plan</a>; (Form 2128);</li> <li>• Submit the Foster Family Home Capacity Exception Form; and</li> <li>• Obtain approval from CPS prior to the placement of any additional children.</li> </ul>
3.	Section 4500	<p>The provider must ensure that the caregiver teaches the child basic life and social skills, so that the child can care for him or herself and function in the community. The child must be offered a variety of experiential learning opportunities through the use of two or more basic life skills activities a month whether in the home or the community. Basic life skills activities are skills, attitudes, and new ways of thinking that the child is exposed to through hands-on learning opportunities. Life-skills trainings are tailored to a child’s skills and abilities and must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Performing basic household tasks;</li> <li>• Maintaining personal hygiene;</li> <li>• Doing laundry;</li> <li>• Grocery shopping;</li> <li>• Meal preparation and cooking;</li> <li>• Learning about nutrition to promote healthy food choices;</li> <li>• Using public transportation (when appropriate);</li> <li>• Balancing a checkbook;</li> <li>• Managing personal finances in accordance with the Financial Literacy Educational Program Expectations; and</li> <li>• Establishing a savings account for youth and young adults who have a source of income.</li> </ul>	<p>Updated and enhanced the requirements The provider must ensure that the Caregiver teaches the Child Basic Life and Social Skills, so that the Child can care for him or herself and function in the community. The Child must be offered a variety of experiential learning opportunities through the use of two or more Basic Life Skills Activities a month whether in the home or the community. Caregiver must document opportunities provided to the child in the child’s Plan of Service and any logs maintained by the Contractor. Basic Life Skills Activities are skills, attitudes, and new ways of thinking that the Child is exposed to through hands-on learning opportunities. Life-skills trainings are tailored to a Child’s skills and abilities and must include, at a minimum:</p> <ul style="list-style-type: none"> <li>• Performing basic household tasks;</li> <li>• Maintaining personal hygiene;</li> <li>• Doing laundry;</li> <li>• Grocery shopping;</li> <li>• Meal preparation and cooking;</li> <li>• Learning about nutrition to promote healthy food choices;</li> <li>• Using public transportation (when appropriate);</li> <li>• Balancing a checkbook;</li> <li>• Managing personal finances in accordance with the Financial Literacy Education Program Expectations developed in collaboration with the Office of Consumer Credit Commissioner</li> </ul>

			and the State Securities Board (Refer to Resources to Aid Caregivers below); and <ul style="list-style-type: none"> <li>Establishing a savings account for youth and young adults who have a source of income.</li> </ul>
4.	Section 5200	All children six months of age or older must receive an initial dental exam, known as a Texas Health Steps dental checkup. The initial checkup must be scheduled within 30 days after placement in DFPS conservatorship and is considered overdue after 60 days.	Clarified Initial Dental timeline All Children six months of age or older must receive an initial dental exam, known as a Texas Health Steps dental checkup. The initial checkup must be scheduled within 30 days after placement in DFPS Managing Conservatorship and is considered overdue after 30 days.
5.	Section 5600		Added Section 5600 Sexual Abuse Caregiver Training No later than September 28, 2019 and on an Annual basis thereafter, each caregiver and employee who provides direct care must complete the DFPS Caregiver Training on Sexual Abuse, the link for which will be posted at <a href="https://www.dfps.state.tx.us/Training/">https://www.dfps.state.tx.us/Training/</a> .
6.	Section 5610		Added Section 5610 Documentation of Sexual Abuse Caregiver Training Caregivers must keep a copy of the certification of completed DFPS Caregiver Training on Sexual Abuse in their records.
7.	Section 8231	Within 24 hours of a child’s detainment in a locked facility, jail or a juvenile detention facility the provider must: <ul style="list-style-type: none"> <li>Notify the CPS caseworker and CPS supervisor of the arrest and identify the whereabouts of the child. The written notification must state if the provider will accept the child back into placement upon release from a locked facility, jail or juvenile detention.</li> </ul>	Enhanced to clarify payments when a child is absent while detained Within 24 hours of a child’s detainment in a locked facility, jail or a juvenile detention facility the provider must: <ul style="list-style-type: none"> <li>Notify the CPS caseworker and CPS supervisor of the arrest and identify the whereabouts of the child. The written notification must state if the provider will accept the child back into placement upon release from a locked facility, jail or juvenile detention.</li> </ul>



		<ul style="list-style-type: none"> <li>• DFPS will reimburse the provider for up to 14 days of foster care to hold the child’s bed if the child is in a locked facility, jail or juvenile detention center.</li> </ul>	<ul style="list-style-type: none"> <li>• DFPS will reimburse the provider for up to 14 days of foster care to hold the child’s bed if the child is in a locked facility, jail or juvenile detention center. These Foster Care Maintenance Payments during a Child’s absence will only be made if each of the following conditions are met:             <ul style="list-style-type: none"> <li>o The Provider plans to accept the Child back to the same placement at the end of the absence;</li> <li>o The Provider is having frequent Face-to-Face contact with the Child on a regular basis as allowed;</li> <li>o The Provider is actively engaged in communicating with the facility care team regarding the Child’s progress and discharge plan.</li> </ul> </li> </ul>
8.	Section 8232	<p>Following the provider making the Serious Incident report to the Child’s CPS Caseworker and Chain of Command (see RCC Requirements Section 1411) regarding a Child that has run from the operation, the provider must:</p> <ul style="list-style-type: none"> <li>• Notify the CPS Caseworker and CPS supervisor of the situation in writing. The written notification must state if the provider will accept the Child back into placement upon return within a certain time frame.</li> <li>• DFPS will reimburse an Emergency Shelter for up to 5 days, and a non-Emergency Shelter provider for up to 14 days of foster care to hold the Child’s bed pending the Child’s possible return. Title 40, Texas Administrative Code, Section 700.323</li> </ul>	<p>Enhanced to clarify payments when a child is absent while on runaway</p> <p>Following the provider making the Serious Incident report to the Child’s CPS Caseworker and Chain of Command (see RCC Requirements Section 1411) regarding a Child that has run from the operation, the provider must:</p> <ul style="list-style-type: none"> <li>• Notify the CPS Caseworker and CPS supervisor of the situation in writing. The written notification must state if the provider will accept the Child back into placement upon return within a certain time frame.</li> <li>• DFPS will reimburse an Emergency Shelter for up to 5 days, and a non-Emergency Shelter provider for up to 14 days of foster care to hold the Child’s bed pending the Child’s possible return. Title 40, Texas Administrative Code, Section 700.323</li> </ul>

			<p>These Foster Care Maintenance Payments during a Child’s absence will only be made if each of the following conditions are met:</p> <ul style="list-style-type: none"> <li>o The Provider plans to accept the Child back to the same placement at the end of the absence;</li> <li>o DFPS staff have provided written approval for the appropriate time frames; and</li> <li>o The Provider is actively engaged in efforts to locate the Child, in cooperation with the CPS Caseworker and law enforcement.</li> </ul>
9.	Appendix I		<p>Added glossary definition of Annually</p> <p><b>Annually:</b> As it relates to Annual training, annually is defined as once every 365 days.</p>
10.	Appendix II	<p>Basic Service Level Child Placing Agency \$48.47            Moderate Service Level Child Placing Agency \$85.46            Moderate General Residential Operation (Excluding Emergency Shelters) \$103.03            Specialized Service Level Child Placing Agency \$109.08            General Residential Operation/Emergency Care Services (GRO/ECS) \$129.53</p>	<p>Updated five daily rates</p> <p>Basic Service Level Child Placing Agency \$49.54            Moderate Service Level Child Placing Agency \$87.36            Moderate General Residential Operation (Excluding Emergency Shelters) \$108.18            Specialized Service Level Child Placing Agency \$110.10            General Residential Operation/Emergency Care Services (GRO/ECS) \$137.30</p>
11.	Appendix III	<p><b>B502.01</b> Each Caregiver receives, at a minimum, 35 hours of pre-service training prior to providing direct care services to a child, prior to home verification or approval of a foster home. Pre-service training components are referenced within Minimum Standards.</p>	<p>Revised B502.01 Basic Care Level Training Requirements</p> <p><b>B502.01</b> Each Caregiver receives, at a maximum, 35 hours of pre-service training prior to providing direct care services to a child, prior to home verification or approval of a foster home. Pre-service training components are referenced within Minimum Standards. Providers may exceed 35 hours of pre-service training based on the needs of the child being placed and whether the child is receiving treatment services including the treatment of emotional disorders, pervasive development disorder, primary medical</p>

			needs, intellectual and developmental disabilities, physical disabilities, and child victims of human trafficking.
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**Addendum #1  
July 31, 2019**

<b><u>Item</u></b>	<b><u>24 Hour Child Care Requirements Reference</u></b>	<b><u>Previous</u></b>	<b><u>Revised Language</u></b>
1.	Section 1115		<p>Added Section 1115 Continuous 24-Hour Awake Supervision (Definition)                      For the purpose of this section, Continuous 24 – Hour Awake Supervision means caregivers are awake to supervise children continuously, 24 hours a day; children means children and youth under the age of 18.</p> <p>(Requirement)                      All providers serving more than six children in their facility must provide Continuous 24 – Hour Awake Supervision. Provider’s supervision policies and procedures must consider and address the ages, needs, living arrangements, and levels of service of the children and youth placed at a facility in addition to the physical environment and layout of the facility.</p> <p>The Provider must notify DFPS when this condition is not met in the format provided by DFPS. This report will be submitted within 24 hours of the occurrence and include Contractor actions.</p>