



TEXAS
Department of Family
and Protective Services

**Progressive Intervention Plan for
Community-Based Care
Stage I**

Fiscal Year 2019

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Introduction

Texas Family Code, chapter 264, subchapter B-1 requires DFPS to develop and maintain a progressive intervention plan to hold the Single Source Continuum Contractor (SSCC) accountable for performance and adherence to contract terms and conditions.

Additionally, Rider 21, Article II of The General Appropriations Act, 85th Texas Legislature, requires the Texas Department of Family and Protective Services (DFPS) to publish the Progressive Intervention Plan on the DFPS website prior to the first date of the fiscal year.

Liquidated Damages for No Eject/No Reject.

The SSCC provider must ensure the full continuum of foster care and purchased services for children and youth in DFPS legal conservatorship from the designated geographic catchment area and who are referred to the SSCC by DFPS. The SSCC must accept all referrals for paid foster care (No Reject) made by DFPS and continue to meet the individual needs of children referred (No Eject) until DFPS determines the individual is no longer eligible for the SSCC services.

The SSCC contract terms and conditions outline liquidated Damages for No Eject/No Reject as follows; The SSCC acknowledges that its failure to comply with timeframes associated with placement of children as described in this Contract will cause DFPS to incur economic damages of types and in amounts which are impossible or difficult to ascertain. If the SSCC cannot place a child or youth in accordance with the timeframes described in this contract, then such failure will be deemed as a violation of the No Eject/No Reject mandate of the Community-Based Care (CBC) contract. Accordingly, in lieu of actual damages for such noncompliance, the Contractor agrees that DFPS may recover liquidated damages if the SSCC cannot comply with the no eject/no reject sections of the contract. The SSCC will be liable to DFPS for payment of liquidated damages in the amount of Ten Thousand Dollars (\$10,000) for each instance of noncompliance with the Contract's no eject/no reject requirement. The liquidated damages represent the best, reasonable, and most appropriate estimate of the Department's loss for each instance of noncompliance. After DFPS has found placement for children and youth covered by no eject/no reject provisions of the Contract, the SSCC will be liable to DFPS for actual damages in the amount of what the substitute provider bills DFPS for the child's or youth's care.

Contractor Noncompliance

The SSCC is also held accountable and must adhere to other contractual rules, regulations and the terms and condition of the SSCC contract. DFPS and the SSCC have implemented a Continuous Quality Improvement (CQI) process that provides continual data and information collection and analysis used for the early identification of lead agency problems and areas of possible contract non-compliance. Whenever performance concerns or compliance issues are

identified, the contract manager will intervene by requiring the contractor to develop and submit an action plan that lays out the steps the SSCC will take to reverse the trend and or address the area of non-compliance.

Whenever it is suspected that the health, safety, or well-being of DFPS clients is at stake, contract staff should immediately consult with their supervisor to determine whether or not immediate contract remedy is necessary. Likewise, if contract staff suspects that DFPS funds are at risk based on any deliberate or careless action or inaction on the part of the contractor, staff should consult with their supervisor to determine appropriate next steps. If indicated the progressive intervention may move directly to a contract remedy, up to and including contract termination.

This plan outlines the *contract enforcement process or progressive intervention* DFPS will employ should the SSCC contractor fail to operate in compliance with the terms and conditions set forth in the SSCC contract with DFPS.

Progressive intervention actions include monetary and other forms of remedies, such as:

- Requiring CQI plans of action.
- Requiring corrective action plans.
- Obtaining technical assistance or trainings.
- Increasing the nature and intensity of contract monitoring and quality assurance activities.
- Payment of financial remedies in certain circumstances outlined in the contract.
- Payment of liquidated damages (see specific situations defined and noted below).
- Suspending and/or placing conditions or limitations of services when applicable.
- Removing from the provision of services any employee of the Contractor or subcontractor.
- Suspending or terminating all or part of the SSCC contract.

Monetary remedies imposed on an SSCC are done in consultation with DFPS legal.

SSCC Progressive Intervention Process

When the SSCC contractor fails to perform its obligations under the contract, DFPS may respond by an official demand to the contractor to submit a formal plan and assurances to correct a problem. If the contractor submits an acceptable plan and assurances, DFPS follows up on the implementation of the plan to ensure that the contractor's problem(s) are corrected. If the plan is not implemented or the desired results are not achieved, DFPS may proceed to a contract remedy.

Note: Residential Child Care Licensing's role with all licensed providers, including the SSCC and their subcontractors will remain unchanged. Any violation or act of non-compliance to

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licensing minimum standards is acted on according to the RCCL regulatory process and therefore is not included in this foster care redesign SSCC progressive intervention plan.

Nature of the problem	Type of action or response	Standard steps taken by DFPS
<p>Negative trend identified or contract requirement not understood e.g., contract performance target need met during a performance quarter.</p>	<p>Continuous Quality Improvement Plan: Communication with contractor to discuss the trend identified and/or clarify a contract requirement to increase contractor awareness of possible risks, and offer information and assistance</p>	<ul style="list-style-type: none"> • Conversation with contractor • CQI Plan requested to determine whether or not the problem is a symptom of a larger issue • CQI plan once implementation is monitored and results closely tracked to ensure the strategies implemented address the issue
<p>Negative trend continues or a systemic issue is identified e.g., recurring problem which requires specific action steps to correct</p>	<p>Contract Action Plan: Formal correction to address and resolve the problem and prevent any future risk. A corrective action plan must contain specific steps to be taken by a contractor to correct identified deficiencies and to address concerns that DFPS may have regarding the contractor's:</p> <ul style="list-style-type: none"> • Compliance with contract terms or other applicable laws, rules or regulations. • Performance related to service delivery, reporting and/or financial stability. • Other significant deficiencies. 	<ul style="list-style-type: none"> • Conversation with contractor • Requiring a contract action plan (CAP) be implement • Increase monitoring efforts in targeted area • Impose additional reporting requirements • Scheduled on-site visit to determine whether or not the problem poses a significant risk of harm or loss • Track results of the implementation of the plan to ensure that the contractor's deficiencies or problems are corrected.

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Nature of the problem	Type of action or response	Standard steps taken by DFPS
		<ul style="list-style-type: none"> If the plan is not implemented or the desired results are not achieved, DFPS will proceed to the consideration of other immediate contract remedies.
<p>Contract action plan not implemented and/or contractor breaches the contract due to continued noncompliance actions or inability to meet the terms, conditions, and/or obligations under the SSCC contract.</p> <p>Significant Harm or Risk of Harm to Agency Clients</p> <p>e.g., loss or misuse of agency funds related to the contractor's lack of cooperation or carelessness</p>	<p>Contract Remedy:</p> <p>A contract remedy occurs when DFPS, to any material extent, denies, terminates, or suspends a contract or payment to a contractor. Contract remedies are the most serious and formal correction taken to resolve the problem and/or eliminate negative impact up to an including contract termination.</p> <p>DFPS will discuss the impact of the SSCC contract remedy imposed and begin contingency planning efforts.</p> <p>DFPS may begin to remove and find alternate placement for clients.</p> <p>Implementation of the contingency plan will be determined according to the SSCC contract function affected and SSCC stage of implementation.</p> <p>Full and immediate implementation of the contingency plan will begin</p>	<ul style="list-style-type: none"> Letter to the contractor warning of possible sanctions if the problem is not corrected. Depending on associated risk, reduce the services and/or dollars associated with the contract including by: <ul style="list-style-type: none"> Suspension of referrals or Service Authorizations Removal of specific services from the contract provisions Suspension of payments until the problem is resolved Placing the contractor on Vendor Hold Reduction of the contract amount Deny contract renewal

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Nature of the problem	Type of action or response	Standard steps taken by DFPS
	should contract non-renewal or termination be indicated.	<ul style="list-style-type: none"> • Reduce the contract term or terminate prior to the contract expiration date • Report the contractor to the appropriate licensing organization and/or law enforcement • Liquidated damages as specified in the contract • Report to the VPTS, state and federal debarment systems