NEGOTIATED CONTRACT
BETWEEN
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
AND
ACH CHILD AND FAMILY SERVICES
This agreement ("Contract" or "Agreement") is entered into by the Texas Department of Family and Protective Services ("DFPS" or "the Department"), an agency of the State of Texas, and ACH Child and Family Services ("Contractor" or "SSCC"), located at 3712 Wichita Street, Fort Worth, TX 76119.

Article I. Recitals.

Section 1.01 Whereas, on August 1st, 2011 DFPS issued Request for Proposals (RFP) #530-12-0003 from qualified, independent firms to provide paid foster care and purchased services that support safety, permanency, and well-being of children in its legal conservatorship who reside in paid foster care;

Section 1.02 Whereas, DFPS sought a performance-based service delivery model, provided through a Single Source Continuum Contractor ("SSCC"), as the approach that would most effectively meet this need in a manner that achieves better outcomes for children in its conservatorship and in paid foster care;

Section 1.03 Whereas, on September 9, 2013, Contractor submitted a proposal in response to the RFP;

Section 1.04 Whereas, on November 8, 2013, DFPS made an award to Contractor as the SSCC to ensure the full continuum of paid foster care and purchased services for children and youth in DFPS legal conservatorship in the contracted service area and who are referred to the SSCC by DFPS;

Section 1.05 Now therefore, DFPS and Contractor agree as follows.

Article II. Inducements.

In making the award of this Agreement, the Department Family and Protective Services (DFPS) relies on Contractor's assurances of the following:

Section 2.01 Contractor and its subcontractors are established providers of the types of services described in the RFP;

Section 2.02 Contractor and its subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the services described in the Contractor's Proposal and this Agreement in an efficient, cost-effective manner, with a high degree of quality and responsiveness, and has performed similar services for other public or private entities;

Section 2.03 Contractor has thoroughly reviewed, analyzed, and understood the RFP, has timely raised all questions or objections to the RFP, and has had the opportunity to review and
fully understand the Department's current program and operating environment for the activities that are the subject of the Agreement and the needs and requirements of the State during the Agreement term;

Section 2.04 At the time of contract execution, Contractor has had the opportunity to review and understand the State's stated objectives in entering into this Agreement and, based on such review and understanding:

(A) Contractor currently has the capability to perform in accordance with the terms and conditions of the advertised RFP and this Agreement;

(B) Contractor has reviewed and understands the risks associated with DFPS Programs as described in the RFP, including the risk of non-appropriation of funds.

Section 2.05 Accordingly, on the basis of the terms and conditions of this Agreement, HHSC desires to engage CONTRACTOR to perform the services described in this Agreement under the terms and conditions set forth in this Agreement.

Article III. Effective Date of Contract and Renewal.

The effective date of this Contract is January 1, 2014 to August 31, 2017. ACH Child and Family Services will retain an exclusive option to renew this Contract on an annual basis for an additional three years, beginning on Sept 1, 2017. All renewals of this contract must comply with 1 TAC §391.181. ACH must exercise its contract renewal option via a formal written request to the Department at least thirty (30) days prior to each renewal.

Article IV. DFPS Mission and Scope.

The mission of the Texas Department of Family and Protective Services (DFPS or the Department) is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation by working with clients, families, and communities. The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code §40.058, seeks to enter into a contract under its Child Protective Services (CPS) program for the provision of a full continuum of paid foster care and purchased services for children and youth in conservatorship and their families, pursuant to implementation of a redesigned foster care approach and in accordance with the specifications contained in and referenced by Request for Proposals (RFP) Procurement 530-13-0070 FCR and this Contract Number (Insert contract number).

Article V. Authority and Governing Law.

The State of Texas, by and through DFPS, and pursuant to its authority under Texas Human Resources Code §40.058, enters into this contract under its Child Protective Services (CPS) program. This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas. DFPS agrees to purchase the services noted in this Contract, and Contractor agrees to provide these services according to the terms and conditions set forth in this agreement. In this Contract, all references
to DFPS will include the Texas Health and Human Services Commission (HHSC) and any other agency named in Chapter 531 of the Texas Government Code. When acting in such capacity, HHSC or such other agency is an authorized agent acting on behalf of DFPS.

**Article VI. Incorporation by Reference.**

The following documents are incorporated into the Contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s).

**Section 6.01** Exhibit A: DFPS Statement of Work

**Section 6.02** Exhibit B: DFPS SS&C Uniform Contract Terms and Conditions

(A) Form 2031, Signature Authority Designation  
(B) Form 4732, Request for Determination of Ability to Contract  
(C) Form 1513, Disclosure of Ownership and Control Interest Statement  
(D) HUB Subcontracting Plan

**Section 6.03** Exhibit C: Change Log

**Article VII. Order of Precedence.**

Contractor will provide the services and deliverables described and required by all of the documents listed in this Section. In the event of conflicts or inconsistencies between documents, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:

**Section 7.01** First, this Contract and any amendments recorded in Exhibit C: Change Log to this Contract;

**Section 7.02** Second, Exhibit A: DFPS Statement of Work to this Contract; and

**Section 7.03** Third, Exhibit B: DFPS SS&C Uniform Terms and Conditions to this Contract.

**Article VIII. Delivery of Notices.**

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

**Section 8.01** Contractor's Contact Information. The contact information of the Contractor for all notices is:
Section 8.02  State Agency's Contact Information. The contact information of DFPS for all notices is:

Leonard Krugel  
DFPS Contract Administration Manager  
Mailcode E-541  
P.O. Box 149030  
Austin, TX 78714-9030  
(512) 438-2174  
leonard.krugel@dfps.state.tx.us

Article IX.  Changes to Contract.

The parties to this Agreement may make modifications to the Contract according to the requirements of this section.

Section 9.01  Bilateral Amendment. Either party to this Agreement may modify this Contract by execution of a mutually agreed upon written amendment signed by both parties.

Section 9.02  Unilateral Amendment. The Department reserves the right to amend this Agreement through execution of a unilateral amendment signed by the DFPS Contract Manager and provided to the Contractor with ten (10) days notice prior to execution of the amendment under the following circumstances, allowing for an additional five (5) days for response from the SSCC prior to the unilateral amendment taking effect:

(A) to correct an obvious clerical error in this Contract;  
(B) to incorporate new or revised federal or state laws, regulations, or rules  
(C) to comply with a court order or judgment;  
(D) to change the name of the Contractor in order to reflect the Contractor's name as recorded by the Texas Secretary of State;  
(E) to change the name of the designated DFPS mailing address or DFPS contact person for this Contract; or  
(F) to change the recorded license number of any license needed under this Contract in order to reflect the current number as issued by the licensing authority.
Section 9.03 Exhibit C: Change Log contains the record of all amendments made to the documents referenced in Article V of this Contract.

Article X. Severability.

Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.

Article XI. Survivability

All obligations and duties of the SSCC not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

Article XII. Non-waiver.

Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

Article XIII. Signature.

Section 13.01 Merger. This Contract contains the entire agreement between Contractor and DFPS and supersedes any prior understandings or oral or written agreements between DFPS and Contractor.

Section 13.02 Signatories. The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

Wayne Carson Ph.D. C.E.O
ACH Child and Family Services, Inc.

Date: 12-16-2013

Date: 12-12-13
TEXAS
Department of Family
and Protective Services

DFPS STATEMENT OF WORK
FOR
REGION 3B SINGLE SOURCE CONTINUUM CONTRACTOR
EXHIBIT A: DFPS Statement of Work

Article I. Definitions.

As used in this Agreement, the following terms and conditions have the meanings assigned below:

Ansell-Casey Life Skills Assessment: An assessment of a youth's independent living skills designed to be completed by both the youth and the caregiver. The youth and caregiver results are combined into a report which provides an indication of the skill level and readiness of the youth to live independently and creates the opportunity for the caregiver and youth to talk about the youth's life skills.

Authorized Service Level (ASL): A Basic, Moderate, Specialized, or Intense service level determined by the third party contractor or, a Basic service level determined by the DFPS caseworker and supervisor. The authorized service level is based on information regarding the child or youth's service needs.

Awaiting Adoption: A child who is legally free for adoption; the child's Permanency Goal is Adoption; and the child is not in an Adoptive Placement or own home placement.

Billing Service Level (BSL): Determined by the third party contractor or DFPS; establishes the reimbursement rate to a child care facility.

Blended Foster Care Rate: Foster care rate paid to the SCC for each day of service provided to a child or youth in paid foster care, equal to the weighted average rate paid across all placement types.

Blended Foster Care Case Rate: Foster care rate paid to the SCC for each day of service provided to each child or youth, includes application of rewards and remedies based on the average length of stay for children and youth served by the SCC.

Caregiver: A person whose duties include the supervision, guidance, and protection of children and youth.

Case: For purposes of the contract, this references the average length of stay for children and youth in paid foster care in the designated catchment area.

Case Information: Case information is all abuse and neglect records, including records relating to reports, investigations, legal actions, and the provision of services to adults, children and families.

Case Management: Responsibility for placement and care as defined by Sections 471 and 472 of the Social Security Act.

Caseworker: A DFPS employee who provides casework services to children and youth in Substitute Care under the conservatorship of the State.

Child(ren)/Youth: A person(s) eligible and referred by DFPS to the SCC for services under this contract from birth through the end of the month in which the individual turns 22 years of age.

Child-Care Services: Services that meet a child or youth's basic need for shelter, nutrition, clothing, nurture, socialization and interpersonal skills, care for personal health and hygiene, supervision, education, and service planning.
EXHIBIT A: DFPS Statement of Work

Child Placing Agency: A person, including an organization, other than the natural parents or guardian of a child who plans for the placement of or places a child in a child-care facility, agency foster home, agency group home, or adoptive home.

Confidential Information: Personally Identifiable Information (PII), Protected Health Information (PHI), Case Information, Criminal History Record Information (CHRI), or Sensitive Personal Information.

Consortium: A group of providers who propose to jointly develop and implement a Single Source Continuum Contract proposal with different providers responsible for different parts of the proposal and resulting network. DFPS will only contract with one of the providers of a Consortium who will be directly responsible to DFPS for all services and performance outcomes under the SSCC Contract. DFPS will also contract with a separate business entity formed by Consortiums that all members have an ownership interest in.

Contract: A promise or a set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty. It is an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. The term also encompasses the written document that describes the terms of the agreement. For state contracting purposes, it generally describes the terms of a purchase of goods or services from a vendor or service provider.

Contractor: Respondent who is awarded a contract pursuant to RFP #530-13-0070FCR.

Criminal History Record Information (CHRI): CHRI is arrest-based data and any derivative information from that record, such as descriptive data, FBI number, conviction status, sentencing data, incarceration, and probation and parole information.

Deliverable: A unit or increment of work required by the contract, including such items as services, reports, or documents.

Disproportionality: The over representation of a particular race or cultural group in a program or system.

Disparity: The inequitable or different treatment or services provided to one group as compared to another group. It is how one is treated or the types, quality, and quantity of services made available.

Education and Training Voucher (ETV) Program: A federally-funded (Chafee) and state-administered program. Under this program, Youth and young adults ages 16 to 23 years old may be eligible for up to $5,000.00 financial assistance per year to help them reach their post-secondary educational goals.

Education Portfolio: The updated and maintained separate education binder that contains important school documents and is designed to follow school-age children and youth to each placement. This allows for the review of the most current educational records and documentation by school officials, residential child-care contractors, foster parents, family caregivers, children and youth.

Emergency Behavior Intervention: An intervention used in an emergency situation, including personal restraint, mechanical restraint, emergency medication, or seclusion.

Exceptional Foster Care Rate: Based on a pro forma approach which involves using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types and costs of products and services necessary to deliver services meeting federal and state requirements.
**Experiential Life Skills Activities:** Activities which engage children and youth in learning new skills, attitudes, and ways of thinking through hands-on learning opportunities. Experiential life-skills training is tailored to the child or youth's skills and abilities and may include training in practical activities that include grocery shopping, meal preparation and cooking, using public transportation, performing basic household tasks, balancing a checkbook, and managing personal finances.

http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_resources.asp

**Extended Foster Care:** A program for youth and young adults ages 18 to 22 years old that are eligible, and have signed an agreement to participate in this program. A youth who turns 18 years of age while in the conservatorship of DFPS who is continuing to receive Extended Foster Care services under the Extended Foster Care is eligible for Extended Foster Care services through the end of the month in which the Youth or young adult reaches the age limit referenced in A) through F), so long as sufficient documentation is provided on a periodic basis as required by the terms of the youth or young adult's Extended Foster Care Agreement to demonstrate that the Youth or young adult is:

1) Regularly attending high school or enrolled in a program leading toward a high school diploma or GED up to the youth or young adult's 22nd birthday;

2) Regularly attending an institution of higher education or a post-secondary vocational or technical program up to the youth or young adult's 21st birthday. These can remain in care to complete vocational-technical training classes regardless of whether or not the Youth or young adult has received a high school diploma or GED certificate. (40 TAC §700.316)

3) Actively participating in a program or activity that promotes, or removes barriers to employment up to the youth or young adult's 21st birthday;

4) Employed for at least 80 hours per month up to the youth or young adult's 21st birthday;

5) Incapable of doing any of the above due to a documented medical condition up to the youth or young adult's 21st birthday; or (40 TAC §700.316);

6) Accepted for admission to a college, or vocational program that does not begin immediately. In this case, the youth or young adult's eligibility is extended three and a half months after the end of the month in which the youth or young adult receives his/her high school diploma or Graduate Equivalency Diploma (GED) certificate.

**Face-to-Face Contact:** An in-person meeting or visit that does not require video conferencing or similar technology.

**Family:** For purposes of this contract, family is defined as the parents or other relatives (including fictive kin) of children in paid foster care who are referred by DFPS to the SSCC for services. Families may remain eligible for the SSCC service coordination and delivery after children have exited paid foster care so long as DFPS remains the legal conservator.

**Fictive Kin:** For purposes of this contract, fictive kin is an individual who has a longstanding and significant relationship with a child in DFPS conservatorship, or with the child's family and provides, or is anticipated to provide, care to the child.

**Form 2054:** DFPS Form which initiates invoicing process and contains, at a minimum the following information:
1) Name of the contractor and contract number;
2) Service Code;
3) Names of client or Family members who are to receive services;
4) Types services requested;
5) Number of units for each service requested; and
6) Time limit for the service.

**Full Continuum of Care:** An array of least restrictive, most-family like placement services that meet the residential and treatment service needs of all children and youth in the care of a contractor.

**General Residential Operation:** A child-care facility that provides care for more than 12 children for 24 hours a day, including facilities known as children's homes, residential treatment centers, and emergency shelters.

**Initial Coordination Meeting (ICM):** Convened by DFPS and held within 7 days of referral to the SSCC for placement and/or services to a child or youth (Stages I-III) and/or family (Stages II-III). Purpose of ICM is to review child or youth/families history and identify service needs to be included in the child or youth and/or family plan(s) of service.

**Intermittent Alternate Care:** A planned alternative 24-hour care provided for a child or youth by a licensed Child-Placing Agency or Independent Foster Home as part of the agency or home's regulated child care and that lasts more than 72 consecutive hours.

**Outcome:** A measure that reflects or reveals change or impact.

**Least Restrictive Placement:** Most family-like setting (e.g. family foster home) based on the child's or youth's individual needs. *(NOTE: Only Foster Family Homes, not Group Homes, are considered least restrictive.)*

**Legacy System:** Current paid foster care system that utilizes the service level system as the method in which to pay for residential services for children and youth in DFPS conservatorship or who voluntarily agree to remain in care. In addition, current purchase of service funding mechanisms to access Family services that are coordinated and authorized through DFPS.

**Level(s) of Need:** Array of services (including both licensed child care and treatment services) required by an individual Child who resides in paid foster care, and are designed to support the achievement of safety, permanency and well-being.

**Legal Conservator:** Also known as the managing conservator, is an entity responsible (either temporarily or permanently) for a child or youth as the result of a district court order pursuant to the Texas Family Code Chapter 153. [TAC §700.501(9)]

**Material Subcontractor:** Any subcontractor who performs all or a portion of program component services (direct services) procured by DFPS in this solicitation. Subcontractors who perform indirect services which incidentally support program component services are not material subcontractors.

**Minimum Standards:** DFPS rules which are the minimum requirements for permit holders and which are enforced by DFPS to protect the health, safety, and well-being of children and youth. DFPS provides publications that contain the Minimum Standards and guidelines for compliance for each type of operation.
National Youth in Transition Database: The data collection system developed by the Administration for Children and Families (ACF) to track the independent living services provided to children and youth and to develop outcomes that measure the States' performance in preparing children and youth for their transition from foster care to independent living. More information is available at:

http://www.dfps.state.tx.us/Child_Protection/Youth_and_Young_Adults/Transitional_Living/nytd.asp

Performance-Based Contract: A contract that ties payment, financial incentives and financial remedies to performance. Additional performance measures may be included and used to make decisions to renew or terminate the contract.

Permanency Goal: The Department's permanency goals are subcategories of the four goals identified by the Texas Family Code §263.3026. The categories are as follows:

- Family Reunification;
- Adoption by a relative or suitable individual (Relative Adoption or Unrelated Adoption);
- Permanent Managing Conservatorship to a relative or suitable individual (Relative Conservatorship or Unrelated Conservatorship);
- Another planned permanent living arrangement (Foster Family - DFPS Conservatorship, Other Family DFPS Conservatorship, Independent Living or Community Care).

Permanency Planning: The identification of services for a child or youth (and usually to the child or youth's family), the specification of the steps to be taken and the time frames for taking those steps so as to achieve the following goals:

- A safe and permanent living situation for the child or youth;
- A committed Family for the child or youth;
- An enduring and nurturing family relationship that can meet the child or youth's needs;
- A sense of security for the child or youth; and
- A legal status for the child or youth that protects the rights of the child or youth.

(40 TAC §700.1201 and DFPS policy §6200)

Personal Contact: A meeting, either face-to-face or by telecommunication, during which the parties' discussion and actions are not directed.

Personally Identifiable Information (PII): Any information that can be used alone or in conjunction with any other personal information to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their records. Examples include name, SSN, DOB, Social Security benefit data, and state or government issued driver's license number.

Placement Change: Any change in placement location except for temporary breaks in service as further defined in the contract.

Possessory Conservator: A court-ordered appointment that specifies the right to possess and have access to a child or youth in accordance with the Texas Family Code and restrictions of the court order.

Preparation for Adult Living (PAL) Activities: Benefits and services provided to children and youth in DFPS-paid Substitute Care who are age 16 or older and likely to remain in foster care until at least age 18, who can qualify for services up to their 21st birthday. Services and benefits may include:
EXHIBIT A: DFPS Statement of Work

1) Ansell-Casey Life Skills Assessment to assess strengths and needs in life skills;
2) Life Skills training in core areas including financial management;
3) Job readiness and life decisions/responsibility;
4) Educational/vocational services;
5) Transitional Living Allowance (TLA) up to $1000 (distributed in increments up to $500 per month for children and youth who participate in PAL Life Skills training, to help children and youth with initial start-up costs in adult living); (Not included in the SSCC contract)
6) After Care Room and Board (ACRB) assistance, based on need, up to $500 per month for rent, utility deposits, food, etc. (not to exceed $3000 of accumulated payments per child or youth) (Not included in the SSCC contract)
7) Case management to help children and youth with self-sufficiency planning and resource coordination;
8) Teen conferences;
9) Leadership development activities; and
10) Additional supportive services, based on need and availability of funds, such as mentoring services and driver's education.

Pre-Placement Visit: Occurs before placement and allows the child or youth to visit with potential caregivers in an effort to determine if the child or youth feels that the placement is a good fit and allows time to process the change.

Protected Health Information (PHI): individually identifiable health information that is transmitted or maintained in any form or medium. Individually identifiable health information is data, including demographics, that relates to:
- the individual's past, present, or future physical or mental health or condition;
- the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual; and
- information that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual.

As a general rule, health information linked with any one of the following direct or indirect identifiers of the individual, relatives, employers, or household members is considered protected health information:
- Name
- Street address, city, county, precinct, zip code, and equivalent geocodes
- All elements of dates (except year) for dates directly related to an individual and all ages over 89
- Telephone number
- Fax number
- Electronic mail address
- Social Security number
- Medical record numbers
- Health plan ID numbers;
- Account numbers
- Certificate and license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web addresses (URLs)
- Internet IP addresses
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images
- Any other unique identifying number, characteristic, or code
EXHIBIT A: DFPS Statement of Work

**Purchased Services:** Services designed to remedy abuse, neglect and exploitation of DFPS clients. For purposes of this contract, these services are purchased by the SSCC (through an allocation of funds) and offered to children and youth in the Department's conservatorship and their families to support the achievement safety, permanency and well-being.

**Referral:** Process by which DFPS notifies the SSCC of need to initiate foster care and/or other services to eligible children, youth and/or families.

**Regular Job:** Paid or unpaid work, excluding chores, that occurs weekly, over a period of at least 60 days.

**Request for Proposal (RFP):** A formal, advertised, competitive method of procurement (purchase of service) used by DFPS to solicit proposals from interested entities for the provision of services sought through the procurement, as specified in the RFP. An RFP includes statement of the criteria and factors that DFPS will consider in evaluating and determining best value to the state and the relative importance of the criteria and factors. Contract awards under an RFP are determined following the formal evaluation of proposals received, and after conducting any appropriate negotiations with one or more of the Respondents to the RFP.

**Residential Child Care:** The care, custody, supervision, assessment, training, education, or treatment of an unrelated child or youth for 24 hours a day that occurs in a place other than the child or youth's own home.

**Respondent:** Any individual or entity that submits a proposal pursuant to an RFP.

**Response:** A set of documents submitted in response to an RFP by a Respondent as a Proposal offering to provide the services solicited binding on the Respondent once accepted by DFPS.

**Return to Care:** A) A program designed for youth and young adults 18 to 22 years old that are eligible and sign an agreement to participate in this program. Eligible participants must have been in DFPS conservatorship at the time they turned 18 years old (or were on run away status at the time they turned 18 years old and their conservatorship case had not been dismissed), and want to return to foster care, and:

1) Attend high-school or a program leading toward a high school diploma and have not reached their 22nd birthday;
2) Are enrolled at or within 30 days of placement in a course of instruction to prepare for the GED and have not reached their 21st birthday;
3) Attend and, within two years, complete a certified vocational or technical program and have not reached their 21st birthday; or
4) Return on a break from college or a technical or vocational program for at least one month, but no more than 4 months and have not reached their 21st birthday. (40 TAC 700.316)

B) The return to care program does not include youth and young adults over 18 years old who are overnight visitors or living in the homes of foster parents, and the foster parents are not receiving a foster care payment for the care of these youth and young adults. (40 TAC §745.601, §745.615, and §749.2653)

**Sensitive Personal Information:** Sensitive personal information means an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted:
EXHIBIT A: DFPS Statement of Work

- Social Security number
- driver’s license number or government-issued identification number
- account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account

Sensitive Personal Information also includes data revealed directly or indirectly relating to:

- natural persons concerning their racial or ethnic origin;
- political opinion;
- trade union membership;
- religious or philosophical beliefs;
- physical and mental health including state of health, illness, handicaps, pathological defects or medical treatments;
- sexual orientation or activity;
- criminal records, including convictions, decisions of penalties and fines, or other information collected in judicial or administrative proceeding to ascertain an offense or regarding an alleged or suspected commission of an offense;
- biometric or genetic data;
- social welfare needs or benefits or other social welfare assistance received.

Sensitive information does not include publicly available information that is lawfully made available to the public from the federal, state, or local government.

**Serious incident:** Any non-routine occurrence that has an impact on the care, supervision, or treatment of a child or youth. This includes, but is not limited to, suicide attempts, injuries requiring medical treatment, runaways, commission of a crime, and allegations of abuse or neglect or abusive treatment.

**Service Plan:** The contractor's developed plan that addresses the services that will be provided to a child or youth to meet the child or youth's specific needs while placed in the contractor's care.

**Service Area:** The designated area in which the SSCC will provide all services described in this contract. The SSCC will provide all services described in this contract in the lower southwestern portion of DFPS Region 3 which includes Erath, Palo Pinto, Parker, Hood, Johnson, Somervell and Tarrant counties.

**Siblings:** Children, youth, and young adults who have one or more parents in common either biologically, through adoption, or through the marriage of their parents, and with whom the child, youth or young adult lived before his or her foster care placement, or with whom the child, youth or young adult would be expected to live if he or she were not in foster care.

**Single Source Continuum Contract/Contractor (SSCC):** Entity with whom DFPS enters into a contract for the provision of the full continuum of care in a catchment area, as required in this contract.

**Standard Terms and Conditions:** The terms and conditions applicable to any contract resulting from this RFP #530-13-0070FCR that govern the Response and any resulting contract.

**STAR Health:** Statewide managed care program that provides comprehensive health care to children and youth in foster care and relative care, including medical, behavioral health, dental and vision care.

**Supervised Independent Living (SIL):** A living arrangement that is meant to serve young adults in foster care to allow them to practice independent living skills with minimum supervision and case management before leaving foster care.
EXHIBIT A: DFPS Statement of Work

Transition Placement Notification: Type of notification provided by DFPS to the SSCC when children or youth are moving from the legacy system into the care of the SSCC.

Trauma Informed Care: An approach to understanding the biological, developmental, relational and social effects of trauma and violence on children, youth and families which integrates the understanding of the impact of trauma into the provision of services and supports through a child-centered, strength-based perspective to care.

Treatment Services: A specialized type of child-care services designed to treat and/or support children or youth with Emotional Disorders, Mental Retardation, Pervasive Developmental Disorder, and Primary Medical Needs as described in 40 TAC §748.61.

Turnover: The activities that the SSCC is required to perform prior to or upon termination of the Contract, in situations where the SSCC will transition data and documentation to DFPS or a subsequent contractor.

Voluntary Extended Foster Care Agreement Form 2540: The Department's form which documents the youth or young adult's agreement to voluntarily remain in foster care and outlines the categories of activity which qualify a child or youth to remain in foster care.

Voluntary Return to Foster Care Agreement Form 2560: The Department's form which documents the youth or young adult's agreement to voluntarily return to foster care and outlines the categories of activity which qualify a child to return to foster care.
Article II.  Mission Results/Scope of Work

Section 2.01 Project Scope/Need for Service. DFPS has identified the need to provide paid foster care and purchased services that support safety, permanency, and well-being of children in its legal conservatorship who reside in paid foster care. DFPS views a service delivery model that fully engages communities in serving children, youth, and families and that is provided through a performance-based Single Source Continuum Contract (SSCC), as the approach that can most effectively meet this need in a manner that achieves better outcomes for children in its conservatorship and in paid foster care. The SCC provider will ensure the full continuum of paid 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 SCC will also ensure the delivery of purchased services, with necessary service coordination, to the families and/or any other individual or entity that is significant to the achievement of safety, permanency, and well-being of children in paid foster care. The SCC must use a service delivery model that at a minimum:

- (A) ensures the effective and efficient delivery of a full array of services to improve outcomes for children and their families;
- (B) serves children in the least restrictive, most appropriate setting and minimizes moves in care;
- (C) ensures continuity of care provided to children and their families;
- (D) ensures the provision of timely and appropriate services to children and their families;
- (E) ensures services that engage communities in meeting the diverse and individual needs of referred children, youth and families in each particular community within the catchment area, and
- (F) does not preclude or require additional foster care funding, with the exception of funding for normal entitlement caseload growth.

Section 2.02 Staged Implementation. Implementation of the SCC will occur in three stages in the designated catchment area. Progression from Stage I to Stage II will depend upon the SCC’s demonstrated readiness, but will occur no sooner than 1 year and no later than two years from the date DFPS makes the first referral for paid foster care and purchased services for a child/youth to the SCC as a part of implementation Stage I. Progression from Stage II to Stage III will depend upon demonstrated readiness, but will occur no earlier than 1 year and no later than two years from the date DFPS makes the first referral for purchased services [as described in Section 2.17(D)] to the SCC as a part of implementation Stage II. All three stages are included as a part of this procurement.

Section 2.03 Stage I (Begins the day the first referral for paid foster care and/or purchased services for a child/youth is made to the SCC following the Start-Up Period). For all children entering paid foster care and referred by DFPS, the SCC must provide the full continuum of paid foster care in a manner that eliminates (to the degree possible and based on the child’s individual needs) the necessity for change of placement as service needs evolve to ensure stability and reduce the number of moves a child or youth must make while in care and that provides necessary, individualized services within the child’s own community and placement. Additionally, DFPS will refer children from the catchment area placed in paid foster care prior to implementation of redesign to the SCC in the event that they require a change of placement. DFPS will not allow additional moves solely for the purpose of moving the child into the SCC’s continuum of paid foster care and purchased services. DFPS will reimburse the SCC using a single blended foster care rate for each child served through this contract (excluding youth who are residing in a Supervised Independent Living (SIL) program and children/youth who the Department has approved for the Exceptional Foster Care Rate) for each day of service. The SCC must provide Preparation for Adult Living (PAL) Life Skills training, Purchased Adoption Services,
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and Foster Care Day Care in Stage I for children and youth who are served by the SCC and meet appropriate criteria for these services.

Section 2.04 Stage I (Begins the day the first referral for purchased service). In addition to the requirement outlined in Stage I, the SCC will receive an allocation of funds referred to as purchase of service funds, to provide services for families and other individuals that support the achievement of safety, permanency, and well-being for children in DFPS conservatorship.

Section 2.05 Stage III (Anticipated to occur no earlier than one (1) year and no later than two (2) years from the date of the first referral for Stage II services). The SCC will be responsible for providing the services outlined in Stages I and II. In addition, DFPS will begin to hold the SCC financially accountable through the use of incentives and remedies for the timely achievement of permanency for served children. DFPS will not use financial incentives and remedies in relation to performance measures during Stages I and II in order to allow the SCC time to develop services. In the first year of Stage III, DFPS will not enforce financial remedies related to performance measures so that the SCC will have the opportunity to gauge effectiveness of services related to the timeliness to permanency. This section does not waive the Department's right to seek any and all available remedies, including financial remedies, for breach of contract in Stages I - III.

Section 2.06 Designated Geographic Catchment Area. Contractor must clearly demonstrate a clear understanding of service demand, available resources, and service gaps within the catchment area and develop specific strategies for meeting the particular and unique needs of the stakeholders and communities within the Catchment Area. The designated geographic catchment area for this contract consists of the following seven counties: Erath, Hood, Johnson, Palo Pinto, Parker, Somervell and Tarrant. A map of the DFPS Administrative Regional Boundaries can be accessed by visiting:

http://www.dfps.state.tx.us/documents/about/pdf/reqboundcounty.pdf

Section 2.07 SCC Model Assumptions. The SCC may deliver all services outlined in Stages I-III itself, as a single entity, or through the formation of a network or consortium of providers, which may include itself. DFPS will only contract with the SCC. The SCC must establish and maintain any network or consortium of services in the identified catchment area through subcontracts, community resources, and/or service agreements.

(A) All SCC and DFPS decisions will be made based on the best interests of the individual child.

(B) The SCC will have access to IMPACT, the state's information management system, which also serves as the Statewide Automated Child Welfare Information System (SACWIS). DFPS will be responsible for final approval of all data entered into IMPACT. All access and data entry requirements related to IMPACT will be granted to the SCC and may not be delegated by the SCC to a subcontractor. DFPS will make a pre-defined and scheduled data export available for use in the approved SCC system. No interface/import of information from an SCC information management system into IMPACT is available. Information on the pre-defined data export and the IMPACT System Design Documents are located in the Procurement Library on the ESBD website.

(C) The SCC will not have access to the DFPS licensing database.

(D) DFPS is ultimately responsible for the proper operation of the foster care system and is, along with the Court, the final authority on all planning, placement and service decisions. The SCC will have latitude to make placements and determine services as specified in the child and family service plans. Placement moves are made according to guidelines and policy approved by DFPS.
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(E) DFPS intends to transition financial resources [see Section 3.01] to the SSCC for functions that will shift from DFPS in the current foster care model to the SSCC in the redesign model. Methods for determining financial resources available for transfer will include a catchment specific assessment of functions to be transferred, determination of resources currently being expended on those functions, and an evaluation of the functions required of DFPS to operate and maintain a legacy system during transition from legacy system to the SSCC. Methodology for determining resources and an estimate of resources to be transferred will be included as described in Section 3.01(A). The availability and quantity of these financial resources are dependent on the available financial resources related to the catchment area and the duration of the transition period. This should be considered by the SSCC when developing time frames for readiness and transition planning as outlined in Section 2.15(B).

Section 2.08 Eligible Population. In Stages I, II, and III, the SSCC must ensure the full continuum of paid foster care and purchased services for the children, youth and young adults referred by DFPS to the SSCC. Beginning in Stage II, the SSCC must ensure the service coordination and delivery of services in accordance with the agreed upon service plan and within purchase of service funding allocation to the families of children, youth and young adults who enter paid foster care and who are referred by DFPS to the SSCC. Families may remain eligible for the SSCC service coordination and service delivery after a child has exited paid foster care so long as DFPS is still the legal conservator.

Section 2.09 Client Characteristics. The SSCC must be prepared to serve individuals with characteristics including, but not limited to, the following:

(A) Children in DFPS’ legal conservatorship and in paid foster care whose county of conservatorship is within the designated catchment area and their families (including individuals that require services that have been determined essential to the achievement of safety, permanency and well-being for the individual child and for whom resources have been allocated). Some families may continue to require the SSCC services (funded through purchase of services allocation) once the child has exited paid foster care (see above).

(B) Children from the catchment who have been removed from their homes but for whom an ex parte hearing has not yet been held.

(C) Children for whom DFPS has joint managing or possessory conservatorship with family or any other individual or entity and require foster care and/or other services that support the achievement of safety, permanency, and well-being.

(D) Children of youth who are in DFPS conservatorship or in extended foster care and the youth (parent) and child are placed together in paid foster care.

(E) Youth who are eligible for foster care through an Extended and/or Return to Care Foster Care Agreement.

(F) Young adults who are eligible for foster care and require Supervised Independent Living (SIL) services, this population includes all young adults who are in need of this service within the designated catchment area.

(G) Relatives and other significant adults that DFPS, the court and/or the youth in care have determined have a long standing or significant relationship with the child or youth and who are important to the resolution of the case.

(H) Person(s) to whom a court has ordered DFPS to provide services that support safety, permanency, and/or well-being of the Child referred within the context of an open conservatorship case.

(I) Child, Youth and Young Adult characteristics may include but are not limited to:

(1) Active exhibition of psychotic behavior
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(2) ADD/ADHD
(3) Autism
(4) Anxiety Disorder
(5) Assaultive behaviors or homicidal
(6) Behavioral problems
(7) Chronic Health Conditions
(8) Criminal Background
(9) Danger to Self or others
(10) Depression
(11) Developmental Disorders
(12) Diabetes
(13) DSM-IV Axis I & II Diagnosis
(14) Eating Disorder
(15) Emotional Disorders
(16) Enuresis/Encopresis
(17) Fire Setting
(18) Gender Identity Issues/ Sexual Orientation
(19) Impulse Control Disorder
(20) Low to Moderate Risk of harming self or others
(21) Maladaptive Behaviors
(22) Medically Fragile
(23) Intellectual Developmental Disability
(24) Oppositional Defiant
(25) Pervasive Developmental Disorder
(26) Pregnant
(27) Primary Medical Needs
(28) PTSD/Complex PTSD
(29) Runaway Behavior
(30) Self Abuse
(31) Sexual Perpetrator History
(32) Sexually Acting Out
(33) Substance Abuse/Use
(34) Substance Abuse or dependence with the need for medical detoxification
(35) History of Attempted Suicide
(36) Suicidal Gestures
(37) Suicidal Ideation
(38) Other Special Needs, (e.g. dietary, language, etc.)
(39) Additionally, children may:
   a. Have experienced physical, sexual and/or emotional abuse, neglect and/or other severe trauma.
   b. Have a history of multiple placement disruptions.
   c. Have limited English-language proficiency.
   d. Have been or currently are involved in the criminal justice system and are currently on probation and/or parole.
   e. Have been or are currently involved in gang activity/ affiliation.

(40) Family characteristics may include, but are not limited to:
   a. Chronic unresolved conflicts between parental figures
   b. Frequent unresolved conflicts between parental figures and Children
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c. History of Attempted Suicide
d. Suicidal Gestures
e. Suicidal Ideation
f. Chronic economic distress
g. Frequent changes in residence
h. History of substance abuse or current dependence
i. Untreated and/or diagnosed mental illness
j. Poor parenting skills
k. Criminal Background
l. Involuntary participant
m. Limited English-language proficiency
n. Domestic violence/family violence
o. Limited cognitive functioning

Section 2.10 Minimum Qualifications of the SSCC (Stages I-III)

(A) Licensing and Service Experience

(1) Contractor obtain and maintain a separate DFPS Child Placing Agency (CPA) license for its SSCC contract within the designated catchment area, if awarded this contract.
(2) The SSCC must have experience in delivering residential child-care and treatment services to children and youth in foster care.
(3) The SSCC must be licensed as a Child Placing Agency (CPA) to provide foster care services by the DFPS Residential Child Care Licensing and must not be on probation under its CPA license as of the Proposal due date.

Section 2.11 Entity Qualifications

(A) The SSCC may be a for-profit, not-for-profit, or governmental entity.

(B) The SSCC may be an in-state or out-of-state entity; however, as stated in Section 2.10, the SSCC must be a DFPS licensed CPA. DFPS will give preference to providers who have experience providing residential child-care services in the State of Texas.

Section 2.12 Staffing Qualifications.

(A) The SSCC must ensure compliance with minimum staffing requirements in applicable Minimum Standards for Child Placing Agencies serving children requiring both child care and treatment services.

(B) The SSCC must ensure that residential child care and other providers responsible for providing services are appropriately licensed in the State of Texas to perform the type of service being provided.

(C) The Texas Penal Code §32.52 prohibits the use of fraudulent or substandard degrees. Contractor must include a process to verify the education and degree requirements of all employees in its human resources policy. Education and degree information represent material facts upon which DFPS relies when entering into a contract. DFPS reserves the right to exercise all available remedies if Contractor submits fraudulent or substandard education information, including termination of any contract and other appropriate civil and criminal legal action.

(D) Purchase of Service Requirements. The SSCC must ensure purchase of service providers and staff responsible for their supervision and/or clinical decisions are individuals who are appropriately licensed by the State of Texas and have the necessary experience to
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perform the service and, as applicable, are enrolled Medicaid providers. Interns or provisionally licensed individuals may provide mental health services under this contract as long as:

(1) The client being served is not eligible for Medicaid;
(2) The service being provided is not a Medicaid reimbursable service; and
(3) The service is provided within any applicable Title IV-B guidelines.

The SSCC will identify and provide DFPS with the minimum qualifications or standards for each type of service provided utilizing purchase of service funds. All identified minimum qualifications must be approved by DFPS prior to implementation.

(E) Trauma Informed Care Training. All direct delivery staff and caregivers providing services through the SSCC must have completed Trauma-Informed Care training. This training is currently provided by Cenpatico through their contract with STAR Health. However, providers may choose from other evidence-based trauma-informed training curricula at their own expense.

(F) Medical Consenter. Anyone recommended by the SSCC as a medical consenter must receive and complete Medical Consent training offered by DFPS prior to DFPS designation as a Medical Consenter. The on-line training may be accessed by visiting the following:

http://www.dfps.state.tx.us/Child_Protection/Medical_Services/medical-consent-training.asp

Section 2.13 Major Deliverable # 1 - Achievement of Service Objectives/Quality Indicators. The SSCC’s development, operation, oversight, and provision of the full continuum of paid foster care and purchased services, must be performed in a manner that provides services in the least restrictive, most family-like setting appropriate for the child, reduces the number of moves a child or youth must make while in care, and engages communities to assist children and youth in achieving safety, permanency, and well-being, specifically, the service objectives inherent in the following quality indicators:

(A) Children are safe in their placements.
(B) Children are placed in their home communities.
(C) Children are appropriately served in the least restrictive environment that supports minimal moves for the child.
(D) Connections to Family and others important to the child are maintained.
(E) Children are placed with siblings.
(F) Services respect the child’s culture.
(G) To be fully prepared for successful adulthood, children and youth are provided opportunities, experiences, and activities similar to those experienced by their non-foster care peers.
(H) Children and youth are provided opportunities to participate in decisions that impact their lives.

It is understood that the individual needs of a child are paramount; not all indicators are appropriate for every child. In addition to the quality indicators listed above and the performance measures outlined in Section 2.20, the SSCC must ensure that overall average length of stay in paid foster care for children and youth served by the SSCC does not increase above a baseline predetermined by DFPS. In Stages I and II, DFPS will monitor the baseline average length of stay in paid foster care for children and youth served by the SSCC. Exceeding the baseline average may initiate a quality assurance process that could lead to a contract action. For Stage III, DFPS will calculate the initial baseline using the average length of stay for the previous two years, ending the day of the first referral to the SSCC in Stage I.
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implementation within the catchment area. DFPS will calculate the second baseline for Stage III using the average length of stay in paid foster care from the day of the first referral to the SSCC in Stage I implementation in the catchment area to the first day of second year of Stage III. DFPS will recalculate further baselines every two years.

Section 2.14 Major Deliverable #2 - Development and Management of a Continuum of Care and Service Delivery Model. The SSCC must develop and manage a continuum of care and service delivery model designed to facilitate achievement of the service objectives and quality indicators (see Section 2.14) using the staged implementation model (see Section 2.02). The SSCC must implement a community based model that fully engages stakeholders in achieving desired outcomes and, at a minimum, ensures, (1) the effective and efficient delivery of a full array of services provided in the least restrictive, appropriate setting that minimizes moves in care to improve outcomes for children and their families; (2) continuity of care provided to children and their families; and (3) the provision of timely and appropriate services to children and their families in their home communities. The SSCC model must address the diverse and individual needs of the particular local communities within the catchment area.

(A) Start-Up Period. The SSCC will have a start-up phase prior to the start of Stage I, which will begin on the effective date of the SSCC contract with the Department and end no later than the first day of the seventh month from the contract effective date, or sooner with demonstrated readiness. During the start-up phase, the SSCC must actively engage communities in building the infrastructure and competencies necessary to provide the full continuum of paid foster care and purchased services required in Stage I of implementation and demonstrate readiness to implement the approved plans. The SSCC must employ and maintain sufficient staff during start-up to implement the selected service model and conduct necessary community engagement activities and ensure readiness. Please see Article IV for more information regarding readiness and transition requirements.

(B) SSCC Management Plan. The SSCC must submit a final, completed Management Plan to DFPS for approval for Stage I within sixty (60) days of contract execution. The final Management Plan must build upon the preliminary Management Plan submitted with the response. The SSCC Management Plan must clearly identify all tasks and activities associated with each deliverable, dates of completion, and key staff responsible for, at a minimum, the following key elements:

1. The schedule, processes and procedures for transition of children and youth from the catchment area who are already being served by the SSCC and/or the SSCC network (if applicable) in the legacy system to the SSCC model. DFPS anticipates a full transition between systems within 18 months of contract effective date. Any exceptions to transition will be determined by DFPS on a case-by-case basis and based on the best interest of the individual child;

2. The schedule, processes and procedures for transition of legacy cases and foster homes from DFPS to the SSCC. Include plan for communicating with providers, foster parents, judiciary and the community. DFPS anticipates a full transition between systems within 18 months of contract effective date. Any exceptions to transition will be determined by DFPS on a case-by-case basis and based on the best interest of the individual child;

3. Ongoing development of services network/continuum, including plan for assessing need, recruiting, communicating with and training network providers;

4. Quality management;

5. Workforce development and training, which must include a plan for ensuring that all caseworkers, supervisors, caregivers and other direct care staff providing services through the SSCC complete training to support attainment of safety, permanency and
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well-being for the children in their care. Trauma-informed training (as previously specified) and training on Disproportionality and Cultural Competency are required. Knowing Who You Are training delivered by DFPS is encouraged. Knowing Who You Are training consists of 6-8 hours e-learning which is completed before 12 hours of classroom training. The plan may propose phasing in this training;

(6) Catchment area specific risk and issues management plan;
(7) Disaster recovery and business continuity plan that is specific to the designated catchment area;
(8) Policy and procedures to support all aspects of service delivery, finance and administration of the SSCC model;
(9) Plan for how the SSCC will address situations in which a child referred to the SSCC is placed in the same home as a child in the DFPS Legacy system or vice versa;

The SSCC will be required to submit an updated version of the SSCC Management Plan at least 30 days prior to entering a new Stage of Implementation for DFPS approval.

(C) Continuum of Paid Foster Care and Purchased Services (Stages I-III). The SSCC must build and maintain the infrastructure necessary to support the full continuum of paid foster care and purchased services for all children originating from the designated geographic catchment area that are referred to the SSCC by DFPS. The infrastructure must be sufficient to ensure services are provided in the child's or youth's home community, in the least restrictive, most family-like setting appropriate for the child or youth, and must reduce the number of moves children and youth make while in care.

(D) Joint SSCC and Legacy Placements. Since it will take time to transition from the DFPS Legacy System to the SSCC System, situations might arise in which a child referred to the SSCC might be placed in the same home as a child in the DFPS Legacy system or vice versa. In such situations, the SSCC will work with DFPS in order to appropriately manage such placements and ensure the best outcome for all children.

(E) Coordinated Purchased Service Delivery (Stages II-III). The SSCC must maintain the capacity to coordinate and deliver a timely array of services to families and/or individuals that DFPS determines eligible and refers to the SSCC according to agreed upon service plans and within the purchase of services allocation. Families of children who enter paid foster care and who are referred by DFPS to the SSCC are eligible for services. Families may continue to remain eligible for the SSCC service coordination and delivery (funded through purchase of services allocation) after their child has exited paid foster care so long as DFPS is still the legal conservator. The SSCC must also demonstrate its compliance with targeted performance measures and outcomes.

(F) Administrative Management. The SSCC's administrative management of the continuum of care and service delivery system must, at a minimum, include the following:

(1) An integrated continuum of service providers to ensure the effective management and coordination for availability of an array of quality services necessary to meet the diverse and unique needs of children and youth in least restrictive settings and effectively reduce the number of move in care for children and youth in paid foster care and families (based on allocated funds) of those children who require services to support safety, permanency, and well-being.
(2) The necessary organizational structure, staff, capacity, policies, and procedures to manage and oversee a continuum of services and to arrange, conduct, and coordinate the child's placement within the continuum of care.
(3) Quality and Utilization Management (QM and UM) practices which continuously monitor operations and services in order to ensure quality services, progress towards...
service plan goals, and compliance with all contract terms, performance expectations, outcomes, and outputs.

(4) The capacity to develop and maintain qualified staff that have the skills, education, experience, and training for the services they provide.

(5) A system for tracking and reporting critical incidents as well as other safety, permanency, and well-being outcomes and mechanisms.

(6) A system that alerts the SSCC of situations or issues that require immediate response, including issues which are likely to pose a threat to child safety.

(7) Catchment specific disaster recovery and business continuity practices which ensure rapid, effective response and re-establishment of system operations and service delivery in the event of unplanned system outages or catastrophic occurrences.

(8) A financial system that ensures timely payment, appropriate utilization, and on-going management of financial resources so that needed services are provided within the allocated funds.

(9) Capacity to collect, manage, and report data on client services, network service providers, subcontractors, foster homes, outcomes, and outputs.

(G) **Partnerships with Stakeholders.** The foster care redesign model is intended to provide each catchment area the opportunity to tailor the service delivery continuum and associated policies and procedures to the specific needs of the catchment area and of particular communities and/or population hubs within the catchment area.

(1) During the Start-Up Period [see Section 2.15(A)] the SSCC and DFPS senior management staff will collaborate to develop joint operational processes for implementation of the SSCC’s model and to establish catchment-specific joint protocols, including but not limited to, methods and frequency of communication, jurisdictional expectations, and clarification of DFPS and the SSCC roles and responsibilities. The SSCC must ensure that staff participating in the joint protocol sessions have a thorough understanding of the Foster Care Redesign Initiative, the SSCC model, and contract and the communities served. The operations manual must be completed at least 60 days prior to the SSCC accepting its first referral from DFPS (Stage I). Using the same process, the operations manual must be updated at least 60 days prior to implementation of Stages II and III.

(2) The SSCC will work in collaboration with DFPS and stakeholders within the designated catchment area to develop and maintain exemplary relationships that support achievement of improved permanency outcomes for children, youth, and families.

(3) DFPS will work in collaboration with the SSCC to identify, develop, and expand needed services and resources within the designated catchment area in order to achieve the common goal of providing quality services to children and families.

(H) **SSCC Provider Manual.** The SSCC must use the proposal submitted in response to HHSC Procurement #530-13-0070FCR as the basis for developing a Region 3B SSCC Provider Manual. The SSCC Provider Manual will serve as the guiding document for the SSCC and its network. The SSCC will provide copies of the SSCC Provider Manual to DFPS and each of its subcontractors who will provide services to DFPS referred clients. The SSCC will regularly update the SSCC Provider Manual as necessary. Each update must be provided to DFPS and the Department will retain the right to disapprove of any changes.

**Section 2.15 Major Deliverable #3 - Compliance with General Requirements of the SSCC.**
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(A) **Accountability.** The SSCC is ultimately responsible to DFPS for all contract requirements, including outcomes, regardless of whether the contract requirement is performed directly by the SSCC or indirectly by the SSCC through an agent, employee, volunteer, or subcontractor.

(B) **Legal/Regulatory.** The SSCC will comply with all applicable DFPS Minimum Standards for 24-hour residential child-care operations and with state and federal laws and regulations, including but not limited to the following:

2. Multiethnic Placement Act (MEPA) - Information on MEPA can be found by visiting: http://www.childwelfare.gov/systemwide/laws_policies/federal/index.cfm?event=federalLegislation.viewLegis&id=46
3. The SSCC will work in partnership with DFPS to improve outcomes for Children as it relates to the Federal Child and Family Service Review (CFSR). Information on the CFSR can be found by visiting: http://www.acf.hhs.gov/programs/cb/cwmonitoring/index.htm#cfsr
4. National Youth in Transition Database (NYTD) - The SSCC shall assist children and support the necessary activities including on-going computer access required for entry of data into NYTD system. Information on NYTD can be found by visiting: http://www.dfps.state.tx.us/txyouth/NYTD/default.asp
5. The SSCC will comply with all court orders regarding the provision of paid foster care and/or purchased services for children, youth, and families served through the SSCC.
6. Services (with the exception of placement) that are ordered by the court and fall outside the purchase of service funding streams will be reviewed by DFPS and the SSCC on a case-by-case basis to determine financial responsibility.
7. The SSCC must report known critical incidents, licensing investigations, licensure board reports and investigations, suspected fraud or fraud investigations and violations that occur within the SSCC's service model to DFPS in accordance with Licensing Minimum Standards and contract requirements. For these circumstances in particular, and at all times in general, the SSCC must have operational procedures and mechanisms in place to ensure they are knowledgeable of and respond immediately to conditions or situations that may pose a threat to child safety. DFPS will regard any failure to disclose and report as a breach of the SSCC's contract. Residential Child Care Licensing's role with all licensed providers, including the SSCC subcontractors will remain unchanged.
8. The SSCC will make reasonable efforts to ensure services provided to children and families are offered in the individual's primary language.

(C) **Accreditation.** The SSCC certifies that it has obtained, and will maintain, accreditation through the Council of Accreditation. DFPS relies upon this certification and representation from Contractor in signing this Contract.
(D) Community Engagement. The SSCC must ensure that children and families receive the necessary services in their local communities. At a minimum the SSCC must:

(1) Develop and Implement a Community Engagement Plan for each stage of implementation that demonstrates the SSCC understands the role of the distinct communities and population hubs within the designated catchment area in meeting the unique and diverse needs of children, youth, and families. The SSCC must submit a Final Community Engagement Plan that has been developed with community stakeholders within sixty (60) days of contract execution. Plans must include strategies, activities, and timelines for engaging the community initially (during start-up), during initial implementation, and on an ongoing basis. Plans must include strategies for developing and supporting a local advisory committee that reflects the community. Include timeline and resources necessary to successfully implement the plan.

(2) Include targeted strategies (in the Preliminary and Final Community Engagement Plans) for engaging each of the following entities in the identified population hub and/or distinct community within the designated catchment area:

a. Children and youth in foster care, as well as alumni
b. Families of children in foster care, including non-custodial parents
c. Alumni families who have received DFPS services in the past
d. CPS local staff
e. Members of the judiciary
f. Attorneys representing parents, children and DFPS
g. Representative(s) of the Regional Disproportionality Advisory Committee
h. Law Enforcement (including juvenile justice agencies)
i. Child Welfare Boards
j. Local School Districts
k. Foster Parents
l. Residential Child Care Providers (including but not limited to other child placing agencies and general residential operations that provide: emergency care services, child-care services, treatment services, transitional living services and residential treatment services)
m. Purchased Service Providers
n. Local Community Service Providers
o. Transitional Living Centers (where available)
p. Texas Workforce Agencies (DFPS youth are priority population)
q. Faith-based organizations
r. STAR Health Providers
s. Tribal Representatives and Community
t. Non-traditional community resources and leaders,
u. Other county and/or community stakeholders

(E) Cultural Competency. The SSCC must provide services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals, and protects and preserves their dignity. The SSCC will:

(1) Exhibit a clear understanding of the cultural beliefs of children and families in the distinct communities and population hubs within the designated catchment area.
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(2) Provide ongoing education in the form of orientation, training, workshops, and other educational opportunities to help staff, caregivers, and subcontractors understand the impact race, culture, and ethnic identity have on them and others and how they impact services to children and families.

(3) Ensure that caregivers and subcontractors understand the impact of disproportionality and disparities in the child welfare system. Disproportionality is the over representation of a particular race or cultural group in a program or system and is an issue DFPS remains committed to addressing.

(4) Coordinate and deliver services in a manner that is relevant to the culture of children and families served in the distinct communities and population hubs within the designated catchment area.

(5) Develop and implement a plan to ensure the composition of the SSCC workforce reflects the race, ethnicity, and culture of the client population.

(H) Efforts to Address Disparities in Catchment Area. The SSCC must ensure that the services offered and outcomes achieved by the SSCC are equal in proportion to the populations served.

(1) Families Residing Outside Catchment Area(s) (Stages II and III).

   a. The SSCC will receive an allotment of purchase of service funding to serve families referred by DFPS, including families who may reside outside of the catchment area, when the child is referred to the SSCC by DFPS. The SSCC will deliver services commensurate with available services allotment.

   b. The SSCC must have documented policies and processes that ensure timely delivery of services for families residing outside of the contracted catchment area(s).

Section 2.16 Major Deliverable #4 - Provision of Care and Performance of Services. The SSCC must coordinate and manage services to the child or youth in a manner that, at a minimum, conforms to and complies with the service and contract requirements stated, defined, and described in this contract.

(A) Notification Request for Paid Foster Care Services (Stages I, II, III).

(1) DFPS will:

   a. Provide final approval or reason(s) for denial of all placement decisions within 24 hours of request for approval. Approval may be assumed if notice of placement denial is not received by the SSCC within 24 hours of request. For emergency placements only, DFPS will evaluate the SSCC's recommended placement option within 1 hour of receipt of notification from the SSCC by telephone or electronic notification. For emergency placements, the SSCC may assume approval from DFPS if the Department does not provide notice of placement denial within 1 hour of the request.

   b. Notify the SSCC of all court orders regarding placement.

   c. Provide written notification to the court of all placement and medical consent activities, consistent with current statutory requirements.

   d. Determine eligibility and make appropriate referrals for the SSCC services.

   e. Provide notice to the SSCC within 2 business days, when DFPS becomes aware that a child is no longer eligible for the SSCC services.
EXHIBIT A: DFPS Statement of Work

(2) SCC must:

a. Maintain the capacity to accept referrals from DFPS for residential child care 24 hours per day, 365 days per year.

b. Accept all referrals for paid foster care (No Reject) made by DFPS and continue to meet the individual needs of children referred (No Except) until DFPS determines the individual is no longer eligible for the SCC services.

c. Adapt to and abide by requirements of local courts (if different from process listed in contract) regarding placement processes and/or notification requirements.

d. Offer Supervised Independent Living (SIL) services in accordance DFPS Policy. The SCC will be allowed maximum flexibility to choose subcontractors and develop contracts for supervised independent living services that will meet the needs of the youth to be served.

e. Utilize the same parameters as DFPS when making recommendations to the Department on who a Child's medical consenter should be. These parameters are outlined in Chart 1.

f. Ensure that all Foster Parents and employees who serve as Medical Consenters for a Child who is prescribed psychotropic medications facilitate an office visit with the prescribing physician, physician assistant, or advanced practice nurse in the STAR Health Network at least once every 90 days to allow the practitioner to:

   i) appropriate monitor the side effects of the drug; and

   ii) determine whether the drug is helping the Child achieve the treatment goals and whether continued use of the drug is appropriate.

g. The SCC must advise Children ages 16 to 22 of their right to request to become their own Medical Consenter.

h. For all children receiving psychotropic medication, the SCC must assess the extent to which the Child:

   i) has been provided appropriate psychosocial therapies, behavior strategies, and other non-pharmacological interventions; and

   ii) has been seen by the prescribing physician, physician assistant, or advanced practice nurse in the STAR Health Network as described in Subsection 1.13(A)(2)(f) above.

(3) The SCC is responsible for all placement activities required under this contract. The SCC cannot delegate this responsibility to any subcontractor or other agent.

Chart 1: Medical Consenter

<table>
<thead>
<tr>
<th>Child's Placement</th>
<th>Recommended Designee</th>
<th>Recommended Back Up</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRO Providing Emergency Care</td>
<td>Professional employee of the GRO</td>
<td>Another professional employee of the GRO</td>
</tr>
<tr>
<td>Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPA Foster family home</td>
<td>Foster parents, or Pre-consummated adoptive parents</td>
<td>Professional employee of the CPA</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Responsible Entity</th>
<th>Additional Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPA Foster group home with foster parents (without shift staff)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CPA Pre-consummated adoptive home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRO Child Care Facility (Cottage Model)</td>
<td>Cottage parents</td>
<td>Alternate cottage parents</td>
</tr>
<tr>
<td>Home and community based (HCS) family home</td>
<td>HCS-based support family caregivers</td>
<td>DFPS caseworker</td>
</tr>
<tr>
<td>GRO Residential treatment center</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>GRO Therapeutic Camp</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRO Child Care Facility (Shift Staff Model)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HCS-based group home (with shift staff)</td>
<td>DFPS caseworker</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
<tr>
<td>Nursing home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State school</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermediate care facilities for mental retardation (ICF-MR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRO Treatment Services Intermedicate Care Facility for Persons with Intellectual or Developmental Disability</td>
<td>Developmental disability (DD) specialist for children on their caseloads, or</td>
<td>DFPS caseworkers assigned as secondary worker to DD specialist caseloads, or</td>
</tr>
<tr>
<td></td>
<td>DFPS caseworker for children on their caseloads</td>
<td>DFPS supervisor/second DFPS caseworker</td>
</tr>
</tbody>
</table>

(4) Consider all applicable state and federal requirements and best practice when making recommendations of potential placements to DFPS. These areas include but are not limited to, the following:

- a. The child’s safety and best interest;
- b. Preference for family;
- c. Least Restrictive, most family-like setting (NOTE: Only foster family homes, not group homes, are considered least restrictive.);
- d. Placement with siblings;
- e. Child’s individual circumstances;
- f. Children are placed in their home communities and in close proximity (no more than 50 miles) to their parents home;
- g. Maintaining the child in the school of origin and minimizing educational disruption;
- h. Biological family’s individual circumstances;
- i. Substitute caregiver’s individual circumstances; and
- j. Placements respect and support the child’s culture.
(5) Continually review the appropriateness of the child's placement and make efforts to preserve the current placement.

(6) Consider all applicable state and federal requirements when documenting the child's placement and submit to DFPS (see Chart 2 for time frames):

   a. Date of placement
   b. Date of discussion with child regarding initial and all subsequent changes in placement
   c. Child's response to discussion regarding change of placement
   d. Whether placement was emergency or planned
   e. Whether pre-placement visit(s) occurred and if so, date(s) of pre-placement visit(s)
   f. Name, address, and telephone number for current placement, including agency or facility name if service is delivered through a subcontract with the SCC
   g. Explanation as to why identified placement is most appropriate
   h. If the placement is not with a foster family home document why a more restrictive setting is needed
   i. If placement change resulted in a change of schools explanation as to the need for school change
   j. If placement is more than 50 miles from child's home of origin, explanation for why the child is not in close proximity
   k. If the child is not placed with siblings, reasons for separation

(7) Immediately notify DFPS when the SCC becomes aware that a child may no longer be eligible for SCC services.

(B) Placement Referral Types for Paid Foster Care Services include:

   (1) DFPS Emergency Placement - Process utilized when DFPS makes a referral to the SCC for children/youth who are in immediate need of paid foster care services and are not currently served by the SCC.
   (2) DFPS Non-Emergency Placement (New Referral to the SCC) - Process utilized when DFPS makes a referral to the SCC for children/youth who are transitioning from a placement in the Legacy System to the SCC's continuum of care.
   (3) DFPS Non-Emergency Placement (Change of Placement Request) - Process utilized when DFPS has identified a need for a change in placement for children/youth already served by the SCC.
   (4) SCC Emergency/Non-Emergency Placement- Process utilized when the SCC has identified a need for a change in placement for children/youth already served by the SCC.

(C) Placement Referral Types for Paid Foster Care Services (Stages I, II, III) and Required Notifications, Roles, Responsibilities and Documentation Requirements (see Chart 2):

<table>
<thead>
<tr>
<th>Notification Type</th>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Chart 2: Placement Referrals
| **DFPS Emergency Placement** | **Accessible 24 hours a day and 365 days a year**<br>**Takes physical possession of Children from DFPS within 4 hours of receipt of DFPS notification of emergency placement need.**<br>**Identifies and notifies DFPS by telephone or electronically of appropriate placement option including potential medical consenter no later than 7 hours of receipt of DFPS notification of emergency placement need.**<br>**Ensure the child is involved and the child/youth's input is considered in decision as appropriate to the child's age and level of understanding. Place child as soon as possible following receipt of DFPS referral.**<br>Provide required placement documentation via IMPACT to designated DFPS staff within 12 hours of receiving referral. | **Must document (via IMPACT) required information regarding referrals and placement and provide to DFPS within designated time frame.**<br>Provide access to placement and other available case information within 2 hours of referral, if referral information is provided telephonically access to written documentation will follow. **Evaluate the SSCC's recommended placement option and medical consenter within 1 hour of receipt of notification from the SSCC by telephone or electronic notification. (If approval is granted by telephone, written approval will follow within 24 hours.) Approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe.**<br>Provide SSCC access to appropriate placement and other available information at the time of placement and as it becomes available over the course of the case, including but not limited to, information and documentation required by DFPS Residential Child Care Licensing Minimum Standards for Emergency Placements. |
**EXHIBIT A: DFPS Statement of Work**

<table>
<thead>
<tr>
<th>DFPS Non-Emergency Placement</th>
<th>New Referral to the SSCC:</th>
<th>Identify potential placement option(s) for child and schedule pre-placement visit(s) for child with potential caregivers.</th>
<th>Must document (via IMPACT) required information regarding placement and provide to DFPS within designated time frame.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Notify the SSCC of the need for placement through electronic notification and schedule placement staffing with the SSCC</td>
<td>Provide SSCC access to placement and other relevant case information with referral and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing Minimum Standards for Non-Emergency Placements.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Evaluate the SSCC recommended placement option and medical consenter within 24 hours of receipt of notification from the SSCC electronically. Approval is to be assumed if denial of placement is not provided to the SSCC within designated timeframe.</td>
<td>Ensure the child is involved and the child/youth's input is considered in decision as appropriate to the child's age and level of understanding.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notify CASA and attorney ad-litem that change in placement has occurred.</td>
<td>May contact provider from which the child will be moved to gather relevant information.</td>
<td></td>
</tr>
<tr>
<td>Change of Placement Request:</td>
<td></td>
<td>Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notify the SSCC of request to change placement. Documentation should</td>
<td>Provide required placement documentation via IMPACT to designated DFPS staff within 12 hours of placement occurring.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Request joint staffing with DFPS if needed.</td>
<td>Place a child within required timeframes.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Must document potential placement</td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th><strong>SSCC Emergency Placement</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Emergency placement may only be initiated when there is a perceived or actual threat to the safety or well-being of the child.)</td>
</tr>
</tbody>
</table>

| **State reason for desired change in placement as well as time frame for change of placement.** |
| **Identify potential placement option(s) for child and schedule pre-placement visit(s) for child with potential caregivers.** |
| **Information provided to DFPS and time child was taken to actual placement location.** |

| **Participate in joint staffing if requested by the SSCC.** |
| **Ensure the child is involved and the child/youth’s input is considered in decision as appropriate to the child’s age and level of understanding.** |
| **Must document (via IMPACT) required information regarding placement and provide to DFPS within designated time frame.** |

| **Evaluate the SSCC recommended placement option and medical consenter electronically within 24 hours; approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe.** |
| **Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur.** |
| **Maintain documentation of DFPS’ placement approval.** |

| **Provide SSCC access to appropriate placement documentation and available information at the time of the placement and as it becomes available over the course of the case.** |
| **Provide required placement documentation via IMPACT to designated DFPS staff within 12 hours of placement occurring.** |

| **Evaluates the SSCC recommended subsequent placement option and medical consenter within 1 hour of receipt of notification from the SSCC by telephone or electronic notification (If approval is granted by telephone, written approval will follow within 24 hours.) Approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe.** |
| **Immediately notify DFPS of need to evaluate current placement for appropriateness by telephone or electronically. Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter.** |
| **Must document required information regarding placement change via IMPACT and provide to DFPS within designated time frame.** |

| **Complete a pre-placement visit(s) for child with potential caregivers, whenever possible.** |
| **Ensure the child is involved and the** |
| **Documentation must clearly support why the desired change in placement is necessary and in the best interest of the child.** |
## EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>SSCC Non-Emergency Placement</th>
<th>placement documentation of approval or denial and access to available information at the time of the placement as it becomes available over the course of the case</th>
<th>child/youth's input is considered in decision as appropriate to the child's age and level of understanding.</th>
<th>Provide required placement documentation via IMPACT to designated DFPS staff within 12 hours of placement occurring.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Evaluate the SSCC recommended subsequent placement option and medical consenter within 24 hours; approval is to be assumed if denial of placement is not provided to the SSCC within the designated timeframe.</td>
<td>Notify DFPS of need to evaluate current placement for appropriateness within 30 days of desired change in placement electronically. Documentation must clearly state reason for desired change in placement.</td>
<td>Must document required information regarding placement change via IMPACT and provide to DFPS within designated timeframe.</td>
</tr>
<tr>
<td></td>
<td>Provide the SSCC access to appropriate placement documentation of approval or denial and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing Minimum Standards for Non-Emergency Placements</td>
<td>Identifies and notifies DFPS electronically of appropriate placement option, including potential medical consenter as soon as possible and no later than 3 days prior to placement needing to occur.</td>
<td>Documentation must clearly support why the desired change in placement is necessary and in the best interest of the child.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Complete a pre-placement visit(s) for child with potential caregivers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coordinate communication between and among current and future caregivers.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ensure the child is involved and the child/youth's input is considered in decision as appropriate to the child's age and level of understanding.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Provide required</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A: DFPS Statement of Work

(D) Referral, Coordination, and Delivery of Services to Families (Stages II and III).

(1) DFPS will:
   a. Notify the SSCC of any court ordered instructions regarding services to the family.
   b. Provide referral to the SSCC for coordinated purchased services.
   c. Provide electronic notice to the SSCC when an individual or family is no longer eligible for services.

(2) SSCC must:
   a. Maintain the capacity to accept referrals from DFPS for services to families of children referred to the SSCC 24 hours per day, 365 days per year.
   b. Accept all referrals (No Reject) made by DFPS and continue to meet the individual needs of the family and other individuals referred (No Eject), until DFPS determines an individual is no longer eligible for the SSCC services. This includes families and other individuals who reside outside of the catchment area.
   c. Adapt to and abide by local jurisdictional requirements regarding services for children, youth, and families served through the SSCC.
   d. Notify DFPS when the client is no longer attending services or when authorization for additional or new services is needed.

(3) Referral for Coordination and Delivery of Services to the Family (Stages II and III) - Roles, Responsibilities and Documentation Requirements (see Chart 3).

Chart 3: Referral for Family Services

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFPS will refer families who require services that support the achievement of safety, permanency and well-being for the individual child in paid foster care to the SSCC electronically. Note: Families may remain eligible for the SSCC service coordination and delivery after their child has exited paid foster care so long as DFPS is still the legal conservator.</td>
<td>Review referral of family and identify potential services needed.</td>
<td>Must document service recommendations via IMPACT (if available).</td>
</tr>
</tbody>
</table>
EXHIBIT A: DFPS Statement of Work

(E) Child/Youth Assessment/Service Planning (Stages I, II, III)

(1) DFPS will:

a. Provide access to all available, relevant information on the child and family to be used in the assessment process at time of referral and as it becomes available over the course of the case, including, but not limited to, information and documentation required by DFPS Residential Child Care Licensing Minimum Standards for Emergency and Non-Emergency Placements.

b. Approve assessment tool developed by the SSCC, prior to implementation of Stage I.

c. Within seven (7) days of referral, schedule the Initial Coordination Meeting (ICM) with the SSCC to review child (Stages I-III) and family (Stages II-III) case history and discuss the SSCC's recommendations for services to be provided to the child and family.

d. Provide final approval for services agreed upon and documented in the Child and Family Plans of Service and subsequent revisions.

e. Establish the permanency and concurrent goals for children and youth and their families in collaboration with the SSCC and in accordance with Judicial requirements.

f. Notify the SSCC of all court ordered services for all children and families served through the SSCC.

(2) SSCC must:

a. Ensure that all assessments: (1) are conducted from a trauma-informed, child- and-family centered, strength-based perspective; (2) consider the unique culture, experiences, and beliefs of the child and their family; (3) incorporate all evaluation and assessments completed through STAR Health or other providers; and (4) conform to Minimum Standards.

b. Develop and implement a child and youth assessment tool, approved prior to implementation of Stage I, which addresses the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social, and educational.

c. Ensure that the family receives appropriate testing and assessment(s) as indicated by their case history, which can include, but is not limited to, psychological testing and evaluation and a substance abuse screening and assessment.

d. Ensure timely delivery and continuity in the provision of services to meet the assessed needs for foster care and Preparation for Adult Living - Life Skills Training (Stages I-III) and family services (Stages II-III) in accordance with the requirements established by DFPS.

e. Develop and implement a process by which children, youth, and families may elevate concerns about the provision and/or quality of services provided.

f. Ensure that all services identified in the Child (Stages I-III) and Family (Stages II-III) plans of services are provided and documented in a timely manner and support the child's permanency goal.

g. Attend conferences and case planning staffings as requested by DFPS, including but not limited to, Initial Coordination Meetings (ICM), Family Group Conferences, Permanency Conferences, Circles of Support Conferences, staffings with STAR Health and meetings required by the court.
EXHIBIT A: DFPS Statement of Work

(3) Service Planning Model Assumptions.

a. DFPS and the SSCC will work collaboratively to develop plans of service for children (Stages I, II, III) and their families (Stages II-III).

b. Services will be identified and designed to support the child's permanency goal, including concurrent permanency goals, and will sufficiently address the reasons for DFPS intervention.

c. The SSCC must ensure children, youth, families, and caregivers have an opportunity to participate in the identification of needed services and in the development of service plans.

d. The SSCC must utilize and maximize services offered through other state agencies, for which DFPS children, youth, and/or families are a priority population.

e. The SSCC must maximize purchase of service funding by utilizing community based services for which DFPS families are eligible.

(4) Child and Youth Service Planning (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (See Chart 4).

Chart 4: Child and Youth Service Planning

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>At Referral</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide the SSCC access to relevant case information in IMPACT prior to the ICM.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ICM Meeting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 7 days of referral, schedule the Initial Coordination Meeting (ICM) with the SSCC to review child (Stages I-III) and family (Stages II-III) needs and outline services to address the assessed needs. Provide the SSCC two business days' notice of meeting.</td>
<td>Share the SSCC preliminary service recommendations for child with DFPS during Initial Coordination Meeting (ICM). Actively participate in ICM meeting.</td>
<td>Share all assessments, evaluations and medical reports related to the child (Stage I) and family (Stage II and III) with DFPS.</td>
</tr>
<tr>
<td><strong>Service Planning</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Work jointly with the SSCC and schedule Initial and Subsequent Service Planning Meetings to develop</td>
<td>Schedule Initial and all Subsequent Service Planning Meetings to develop child plans of service within timeframes</td>
<td>Provide timely documentation (via IMPACT) for service planning.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Share all assessments, evaluations and medical reports related to the</td>
</tr>
<tr>
<td>Service Plans</td>
<td>Visitation Planning</td>
<td>Audit/Monitoring</td>
</tr>
<tr>
<td>--------------</td>
<td>---------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Establish permanency and concurrent goal with input from the SSCC.</td>
<td>Work with the SSCC to identify visitation plan with family members and siblings if placed separately.</td>
<td>Monitors and assesses all services to ensure appropriateness and quality as required.</td>
</tr>
<tr>
<td>Provide written reason for denial, and required changes if Service Plan proposed by the SSCC is denied by DFPS. The response must be provided within 3 business days of receipt of service plan.</td>
<td>Provide the SSCC access to Documentation of Approved Visit Plan.</td>
<td>Evaluate and report on the effectiveness of service being provided to children, youth, families, and caregivers.</td>
</tr>
<tr>
<td>Share and/or grant access to information relevant to the case with the SSCC within 7 days of receipt including court documents and significant events impacting permanency plan.</td>
<td>Conduct visits with Children and their caregivers.</td>
<td>Work with DFPS to identify visitation plan with family members and siblings if placed separately.</td>
</tr>
<tr>
<td></td>
<td>Actively participates in all service plan meetings.</td>
<td>Assist in arranging and provide transportation for visitation (Stage I).</td>
</tr>
<tr>
<td></td>
<td><strong>Visitation Planning</strong></td>
<td><strong>Audit/Monitoring</strong></td>
</tr>
<tr>
<td></td>
<td>Work with the SSCC to identify visitation plan with family members and siblings if placed separately.</td>
<td>Monitors and assesses all services to ensure appropriateness and quality as required.</td>
</tr>
<tr>
<td></td>
<td>Provide the SSCC access to Documentation of Approved Visit Plan.</td>
<td>Evaluate and report on the effectiveness of service being provided to children, youth, families, and caregivers.</td>
</tr>
<tr>
<td></td>
<td>Conduct visits with Children and their caregivers.</td>
<td>Work with DFPS to identify visitation plan with family members and siblings if placed separately.</td>
</tr>
<tr>
<td></td>
<td>Actively participates in all service plan meetings.</td>
<td>Assist in arranging and provide transportation for visitation (Stage I).</td>
</tr>
<tr>
<td></td>
<td>Provide the SSCC access to Documentation of Approved Visit Plan.</td>
<td>Arrange, monitor, and provide transportation for visitation with relatives and/or fictive kin as approved by DFPS (Stages II-III).</td>
</tr>
<tr>
<td></td>
<td><strong>Audit/Monitoring</strong></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>Effortlessness.</th>
<th>youth and families.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure case plans meet state and federal requirements.</td>
<td>Adjust the service type, frequency and duration of services based on input received through staffings.</td>
</tr>
</tbody>
</table>

**Discharge Planning**

Work jointly with the SSCC to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.

Approve or deny within 5 business days, the SSCC’s recommendation for discharge.

Schedule a family meeting when it is time to discharge the child or youth from the SSCC for the achievement of the permanency goal.

Work jointly with DFPS to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.

Ensure that discharge planning including services to prepare a child and youth for permanency is incorporated with the child and youth’s service plan.

Participate in a family meeting when the child or youth is ready for discharge to permanency.

(5) Family Services Planning (Stages II and III) - Roles, Responsibilities and Documentation Requirements (See Chart 5).

**Chart 5: Family Service Planning**

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule the Initial Coordination Meeting (ICM) with the SSCC to review child (Stages I-III) and family (Stages II-III) needs and outline services within 7 days of referral.</td>
<td>Share the SSCC preliminary service recommendations for child (Stages I-III) and family (Stages II-III) with DFPS during Initial Coordination Meeting (ICM).</td>
<td>Provide a monthly report to DFPS that outlines services being provided, missed appointments, overall progress with services and treatment plans.</td>
</tr>
<tr>
<td>Work jointly with the SSCC and schedule Initial and Subsequent Service Planning</td>
<td>Schedule Initial and all Subsequent Service Planning</td>
<td>Provide timely documentation of all service plans via</td>
</tr>
</tbody>
</table>
### EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>Subsequent Service Planning Meetings to develop service plans.</th>
<th>Meetings to develop Child Plans of Service in accordance with time frames established by the Texas Family Code.</th>
<th>IMPACT (if available) and changes in service array or delivery.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work with the SSCC to identify visitation plan with family members and siblings if placed separately.</td>
<td>Work with DFPS to identify visitation plan with family members and siblings if placed separately.</td>
<td>Document all meetings and visits with Family members.</td>
</tr>
<tr>
<td>Notify the SSCC of permanency and concurrent goal.</td>
<td>Identify available services to meet the family’s needs through the assessment of the family's history and individual needs.</td>
<td>Create and maintain individual client record which includes the following:</td>
</tr>
<tr>
<td>Visits with parent and/or family member who is the subject of the Family Plan of Service.</td>
<td>Provide DFPS with the SSCC service recommendations to develop the Family Plan of Service.</td>
<td>• Form 2054</td>
</tr>
<tr>
<td>Actively participate in all service plan meetings.</td>
<td>Ensure all family members who are subject of the Family plan of service participate in service planning.</td>
<td>• DFPS Child and Family Plans of Service</td>
</tr>
<tr>
<td>Monitors and assesses all services to ensure appropriateness and effectiveness.</td>
<td>Evaluate and report the family’s level of compliance with services offered</td>
<td>• Individual treatment or service plan with periodic updates documenting progress or lack of progress.</td>
</tr>
<tr>
<td>Ensure case plans meet state and federal requirements.</td>
<td>Evaluate and report on the effectiveness of services being provided to family.</td>
<td>• All reports required by contract</td>
</tr>
<tr>
<td>Work jointly with the SSCC to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.</td>
<td>Adjust the service type, frequency and duration of services based on input received through joint service plan meetings.</td>
<td>• Court reports and orders received</td>
</tr>
<tr>
<td>Schedule a family meeting when it is time to discharge the child or youth from the SSCC for the achievement of the permanency goal.</td>
<td>Work jointly with DFPS to determine when a child or youth and their family are ready for discharge from services and achievement of their permanency goal.</td>
<td>• Adequate documentation to support services received such as who received the services, who provided the services, when and where they were provided, the duration and the outcome:</td>
</tr>
<tr>
<td></td>
<td>Ensure that discharge planning including services to prepare a family for their child or youth’s permanency is incorporated in the Family’s service plan.</td>
<td>• Date and manner of submission of assessments, plans, or reports required by contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Case notes, including documentation of complaint investigations, court-related services, diagnostic consultations with the DFPS caseworker and</td>
</tr>
</tbody>
</table>

DFPS Foster Care Redesign Region 3B SSCC Contract
EXHIBIT A: DFPS Statement of Work

| Participate in a family meeting (for youth aging out refer to Transitional Living Services section of this Contract) when their child or youth is ready for discharge to permanency. | translator and interpreter services. |

(6) Sample Array for Family Services. Chart 6 provides examples of services previously delivered to families served by DFPS. The SCC will not be limited to providing only the services listed below and inclusion of this table is not meant to imply the availability of funds for each of these services (see Chart 6).

Chart 6: Sample Service Array

<table>
<thead>
<tr>
<th>Article I. Service</th>
<th>Article II. Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation and Treatment Services</td>
<td>Assessments: Psychosocial, substance abuse assessment Evaluation: Psychological, Developmental, or Psychiatric evaluation Treatment: Individual, Group or Family counseling to include substance abuse counseling</td>
</tr>
<tr>
<td>Substance Abuse Testing &amp; confirmation</td>
<td>Testing to identify or confirm the existence of a drug in a person's system</td>
</tr>
<tr>
<td>Preparation for Adult Living (PAL) Services*</td>
<td>Life skills training and other services for the purpose of preparing a youth in substitute care to live independently when he or she becomes an adult or to assist the youth during transition to adulthood after leaving foster care.</td>
</tr>
<tr>
<td>Foster Care Day Care*</td>
<td>Foster Care Day Care is for children placed in a foster family or foster group home with foster parents who are employed full-time as funding is available.</td>
</tr>
<tr>
<td>Concrete Services</td>
<td>The purchase of goods or services to increase the safety of the home or better meet the needs of the child.</td>
</tr>
<tr>
<td>Translator and interpreter services</td>
<td>Communication services utilized when a client's ability to communicate is diminished due to Limited English Proficiency or some other communication disability.</td>
</tr>
<tr>
<td>Purchased Adoption Services*</td>
<td>To increase permanency placement options for children awaiting adoption by recruiting, training and verifying adoptive homes; handle adoptive placements of the children; provide post-placement supervision; and facilitate the consummation of the adoption.</td>
</tr>
</tbody>
</table>

*These purchased services are required components of the SCC Continuum of Care Children’s Physical and Behavioral Health Needs (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (see Chart 7).

Chart 7: Health Needs
<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensure proper consent is obtained for children in paid foster care placement for all physical, psychotropic medication and behavioral health and substance abuse treatment.</td>
<td>Coordinate all physical and behavioral health and/or prescribed medication(s) and/or substance abuse related services identified in the service plan.</td>
<td>Maintain documentation in accordance with what is required in DFPS Minimum Standards.</td>
</tr>
<tr>
<td>Inform the SSCC of any known physical or behavioral health issues, medications prescribed and/or substance abuse issues that need to be addressed upon referral or as soon as DFPS becomes aware of health issues requiring special attention.</td>
<td>Ensure children in paid foster care placement receive initial and all follow-up Texas Health Steps, Early and Periodic Screening and Diagnostic and Treatment (EPSDT) exams, including Early Childhood Intervention (ECI) referral, and dental exams in accordance with STAR Health and DFPS Policy timeframes.</td>
<td></td>
</tr>
<tr>
<td>Monitor all physical and behavioral health services to ensure the child's individual needs are being met.</td>
<td>Ensure the caregiver provides written consent for the child's ECI information to be entered into the child's Health Passport.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>All services identified will be accessed through the STAR Health Network, with the exception of substance abuse services that are accessed through the Department of State Health Services (DSHS).</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide or ensure the provision of all mental and behavioral health related services identified in the Child's Plan of Service.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ensure proper oversight of any prescribed psychotropic medication.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Schedule and transport children to and from appointments.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notify DFPS of any Texas Health Steps medical and dental appointments, medical emergencies, known significant physical or behavioral health concerns or changes, including when a child's psychotropic medications fall outside the</td>
<td></td>
</tr>
</tbody>
</table>
### EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work jointly with the SCC to schedule the initial planning meeting for transitional plan for youth.</td>
<td>Jointly works with DFPS to initiate initial planning meeting for the development of a transitional plan for youth resulting in one plan followed by the SCC and DFPS</td>
<td>Document services to help the youth meet identified needs to achieve Independent or Transitional Living.</td>
</tr>
<tr>
<td>Approves the youth's transitional plan.</td>
<td>Use DFPS Transitional Plan template (Form 2500)</td>
<td>Provide completed 2540 Forms</td>
</tr>
<tr>
<td>Tracks all transitional living services for the Youth.</td>
<td>Work with each youth and family to develop and implement a Transition Plan and to attend and participate in all planning meetings</td>
<td>Document Life Skills Training as well as experiential Life Skills Learning</td>
</tr>
<tr>
<td>Identify youth to be surveyed and enter required data and maintain National Youth in Transition Database (NYTD).</td>
<td>Arrange for annual standardized Transitional Plan assessments (currently the Ansell-Casey Skills Assessment) and its interpretation to be shared and discussed with the youth and the caregiver.</td>
<td>Voluntary Extended Foster Care Agreement (Form 2540) must be completed within 30 days of the youth's 18th birthday or 30 days after the youth's 18th birthday.</td>
</tr>
<tr>
<td>Confirm eligibility for all transitional living services and financial supports to the SCC.</td>
<td>Assist DFPS in obtaining NYTD surveys from identified youth at ages 17, 19, and 21.</td>
<td>Document and report by the 15th of the month following the month of service all Preparation for Adult Living Life Skills training completed by each youth to DFPS. More frequent reporting will be required during the some months to be in compliance with NYTD.</td>
</tr>
<tr>
<td>Schedule and facilitate Circle of Support (COS) Meetings to develop the youth's Transition Plan.</td>
<td>Provide identified services to help the Youth achieve independence</td>
<td></td>
</tr>
<tr>
<td>Determine the youth's (ages 18-22) eligibility for Extended Care and/or Return to Care.</td>
<td>Assist the youth in applying for and securing services to transition from dependency to adulthood.</td>
<td></td>
</tr>
<tr>
<td>Ensure that the youth signs the Voluntary Extended Foster Care Agreement (Form 2540) in a timely manner.</td>
<td>Work with youth and other significant individuals to identify and foster lifelong connections to caring adults that can be sustained after</td>
<td></td>
</tr>
<tr>
<td>Ensure Life Skills training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(7) Transitional Living Services (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (See Chart 8).

**Chart 8: Transitional Living Services**

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work jointly with the SCC to schedule the initial planning meeting for transitional plan for youth.</td>
<td>Jointly works with DFPS to initiate initial planning meeting for the development of a transitional plan for youth resulting in one plan followed by the SCC and DFPS</td>
<td>Document services to help the youth meet identified needs to achieve Independent or Transitional Living.</td>
</tr>
<tr>
<td>Approves the youth's transitional plan.</td>
<td>Use DFPS Transitional Plan template (Form 2500)</td>
<td>Provide completed 2540 Forms</td>
</tr>
<tr>
<td>Tracks all transitional living services for the Youth.</td>
<td>Work with each youth and family to develop and implement a Transition Plan and to attend and participate in all planning meetings</td>
<td>Document Life Skills Training as well as experiential Life Skills Learning</td>
</tr>
<tr>
<td>Identify youth to be surveyed and enter required data and maintain National Youth in Transition Database (NYTD).</td>
<td>Arrange for annual standardized Transitional Plan assessments (currently the Ansell-Casey Skills Assessment) and its interpretation to be shared and discussed with the youth and the caregiver.</td>
<td>Voluntary Extended Foster Care Agreement (Form 2540) must be completed within 30 days of the youth's 18th birthday or 30 days after the youth's 18th birthday.</td>
</tr>
<tr>
<td>Confirm eligibility for all transitional living services and financial supports to the SCC.</td>
<td>Assist DFPS in obtaining NYTD surveys from identified youth at ages 17, 19, and 21.</td>
<td>Document and report by the 15th of the month following the month of service all Preparation for Adult Living Life Skills training completed by each youth to DFPS. More frequent reporting will be required during the some months to be in compliance with NYTD.</td>
</tr>
<tr>
<td>Schedule and facilitate Circle of Support (COS) Meetings to develop the youth's Transition Plan.</td>
<td>Provide identified services to help the Youth achieve independence</td>
<td></td>
</tr>
<tr>
<td>Determine the youth's (ages 18-22) eligibility for Extended Care and/or Return to Care.</td>
<td>Assist the youth in applying for and securing services to transition from dependency to adulthood.</td>
<td></td>
</tr>
<tr>
<td>Ensure that the youth signs the Voluntary Extended Foster Care Agreement (Form 2540) in a timely manner.</td>
<td>Work with youth and other significant individuals to identify and foster lifelong connections to caring adults that can be sustained after</td>
<td></td>
</tr>
<tr>
<td>Ensure Life Skills training</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
completed by youth is documented in IMPACT.

the youth leaves the system.

Assist DFPS in obtaining the Voluntary Extended Foster Care Agreement (Form 2540), 7 days before child’s 18th birthday.

Participate in youth’s Circle of Support Meetings.

Arrange and ensure participation of all referred youth in Preparation for Adult Living Life Skills Training.

Develop and deliver PAL Life Skills Training utilizing the curriculum topics found in Appendix 10212: Preparation for Adult Living Skills Training Curriculum Outline at:

http://www.dfps.state.tx.us/handbooks/CPS

Include experiential and community-based learning as a part of PAL Services
http://www.dfps.state.tx.us/PCS/Residential_Contracts/contract_resources.asp

The SSCC will assist the child/youth in maintaining necessary documentation for Voluntary Extended Foster Care/Return to Care eligibility.

(8) Adoption (Stages I, II & III) - Roles, Responsibilities and Documentation Requirements (See Chart 9).

Chart 9: Adoption

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Responsible for all legal/court activities related to termination of parental rights, legal risk placement, adoption, and eligibility for post-adoption subsidies and services.</td>
<td>Recruit and approve adoptive homes</td>
<td>Provide documentation of these services.</td>
</tr>
<tr>
<td>Place children in DFPS approved legal risk and/or adoptive home.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
(F) DFPS Court (Stages I, II, III). Court services are required of both DFPS and the SSCC whenever DFPS has legal conservatorship of a child. State and federal requirements mandate that children in DFPS’ legal conservatorship have periodic court reviews. The court reviews include, but are not limited to, the review of the child’s placement, child and family services, summary of medical care, and progress towards permanency. DFPS will provide the SSCC access to all available court orders, reports and information.

(1) SSCC must:
   a. Ensure that the SSCC’s agents, employees, volunteers, and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to the child (Stages I-III) and family (Stages II & III), at the request of the Department or court.
   b. Notify or assist the Department in locating past agents, employees, volunteers or subcontractors when DFPS needs past agents, employees, volunteers, or subcontractors to appear and testify in accordance with services offered under the purview of this contract.
   c. Ensure that children and youth attend all court hearings as requested by DFPS or required by the court, unless excused by the presiding judge prior to the court hearing.
   d. Comply with and/or assist DFPS in complying with all court orders and jurisdictional requirements.
   e. If the SSCC fails to comply with any court order or other governmental requirement and a court imposes a monetary penalty upon DFPS, then the Department will recoup such damages against the SSCC in the amount attributable to the SSCC’s noncompliance.

(2) DFPS Court (Stages I, II, III) - Roles, Responsibilities and Documentation Requirements (See Chart 10)

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SSCC Role</th>
<th>SSCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepare court report, attend court and testify</td>
<td>Attend court hearings and/or preparation meetings as requested</td>
<td>Maintain documentation of all court orders</td>
</tr>
<tr>
<td>Notify the SSCC of all scheduled court hearings</td>
<td>by DFPS, CASA, child's attorney or other members of the judiciary</td>
<td></td>
</tr>
<tr>
<td>Provide the SSCC a copy of court orders, settings, notices, court reports, including CASA or guardian ad-litem reports and other relevant court information</td>
<td>Notify DFPS of who will be attending court electronically prior to court hearing 20 days prior to scheduled hearing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide information necessary for preparation of court reports 20 days prior to scheduled hearing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide supplemental information for inclusion in court report when significant events occur prior to scheduled hearing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ensure attendance of staff with personal knowledgeable of case at all court hearings unless excused by the presiding judge.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide notice to caregiver of all court hearings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Notify DFPS immediately of any service of legal process including but not limited to summons, subpoena, or discovery notices related to performance under contract.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ensure children and youth attend court hearings, unless excused by the presiding judge prior to the court hearing. Attendance may occur through video conference and/or teleconference when appropriate and if approved by the court.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Document and provide all information requested by DFPS in order to complete court reports.</td>
<td></td>
</tr>
</tbody>
</table>

**Section 2.17 SSCC Model's Fiscal Requirements (Stages I, II, III)**

(A) The SSCC must:

1. Develop and maintain comprehensive, accurate written financial operating procedures, subject to review and approval by DFPS.
EXHIBIT A: DFPS Statement of Work

(2) The SCC must have independent financial audits conducted annually and provide the results to DFPS within thirty (30) days from the receipt of findings provided by the independent auditor. Audits must be conducted by a Certified Public Accountant (CPA) licensed by the state regulatory body of the state in which the audit was performed. An audit conducted pursuant to Single Audit Requirements meets the conditions of this subsection.

(3) Provide all financial information requested by DFPS in an appropriate format within 3 business days of the request.

(4) Maintain sufficient cash management policies and procedures to produce cash flow reports that meet the requirements of DFPS.

(5) Coordinate and pay for services, required in individual service plans for children and families referred to the SCC by DFPS.

(6) Ensure that financial and utilization management systems are in place to guarantee accountability for dollars spent and the capacity to manage financial risk.

(7) Assume responsibility for any monitoring/audit exception or other payment irregularity regarding services provided under the contract.

(8) Demonstrate the ability to manage funding to provide services within available resources.

(9) In accordance with 1 TAC §355.7101(6), the SCC must use an accrual accounting system that reflects the application of generally accepted accounting principles (GAAP) approved by the American Institute of Certified Public Accountants (AICPA).

(10) Submit a detailed Accounting Policy Manual to DFPS within 60 days after contract execution that includes the following:

a. A detailed description of an accounting system capable of supporting the operation and management of a provider network, payroll, and subcontractor payments.

b. Fiscal policies and procedures that address payment, invoices, delinquencies, reconciliation, audits, and other standard accounting procedures.

c. A detailed description of an information system that supports the management and oversight of services and an information system that collects, integrates, and reports financial and outcome data.

d. The SCC must update the Accounting Policy Manual at least 60 days before transition to Stages II and III. After Stage III, the SCC will update the SCC Accounting Policy Manual at least 30 days before each new state fiscal year unless such a date falls within 120 days of Stage III implementation, in which case the SCC will update the SCC Accounting Policy Manual 30 days before the next state fiscal year. DFPS must approve each update to the SCC Accounting Policy Manual.

Section 2.18 Required Reports. The SCC must ensure compliance with report requirements outlined in the SCC contract and DFPS Residential Child-Care Minimum Standards. The SCC must accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, Performance Measurement reports, and any other reports required and requested by the Department within time frames specified by DFPS. The SCC must submit annual cost reports as required by 1 TAC §355, Subchapter H.

(A) The number of subcontracts competitively procured,

(B) The number of subcontracts that are performance-based,

(C) The number of SCC and subcontractor (if applicable to the SCC model) staff that receive Trauma Informed Care training annually,
EXHIBIT A: DFPS Statement of Work

(D) The number of children and youth who remain in their school after placement and during placement,
(E) Monthly staffing reports (including but not limited to, the number of vacancies by position type, the turnover rate by position type, and the new hires by position type),
(F) Monthly report of incidents and complaints,
(G) Monthly report on status of complaints/resolutions.
(H) Monthly report that includes the number of SCC and subcontractor foster homes broken out by how many foster homes are verified by the SCC and how many foster homes are verified by each individual subcontracting Child Placing Agency (CPA).
(I) If the SCC ties payment for care or placement to a utilization management review then the SCC will provide a monthly report indicating the results of the utilization management review of each child in the SCC continuum.

Section 2.19 Performance Measures and Associated Remedies. DFPS will monitor the performance of the contract. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standard, custom, and practice. Contractor performance evaluation is based on assessment of the performance measures outlined in this section, compliance with the terms and conditions of the Contract, and compliance with Minimum Standards, as indicated by DFPS records and Contract Monitoring performed by Department staff.

(A) Goal of the Contract. The goal of this Contract is to ensure the provision of the full continuum of services for all referred children and their families and/or any other individual or entity directly involved in supporting the achievement of safety, permanency, and well-being of the child by developing a community-based service delivery model that fully engages communities within the catchment area and ensures effective and efficient service delivery, continuity of care, and improved outcomes for children and their families.

(B) Performance Measures. The contractor will achieve measures for the initial contract period. Measures for renewals are subject to change on an annual basis. DFPS may compute new baselines, and revise the indicators, targets, data sources, or methodologies for the measures during the contract period. The SCC will be required to collect and report certain performance measure data in the DFPS Performance Management Evaluation Tool (PMET), which is an internet-based data collection and reporting system. The SCC will be required to register an account in the PMET system within 30 days after the first service is provided, according to the instructions found at:

https://www.dfps.state.tx.us/application/PCSPMET.

Select Help, then PMET User Guide. Documentation must be maintained in a manner which allows for testing the validity of results reported for each performance period. Results for this contract must be reported quarterly, according to the following schedule.

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>Period Covered</th>
<th>PMET Entry Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>Sept, Oct, Nov</td>
<td>December 1-30</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>Dec, Jan, Feb</td>
<td>March 1-30</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>Mar, Apr, May</td>
<td>June 1-30</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>Jun, Jul, Aug</td>
<td>September 1-30</td>
</tr>
</tbody>
</table>
EXHIBIT A: DFPS Statement of Work

If, at any time during the term of the contract, changes to a measure are necessary due to changes in federal or state laws, rules, regulations, or code, the performance of the SSCC will be measured under the new requirements.

Performance measure data may be used by DFPS to make decisions about contract status, to adjust the nature and intensity of DFPS' contract monitoring and quality assurance activities, and to keep stakeholders informed about the success of the performance based contracting effort.

DFPS will track performance throughout the contract period. Any and all analyses can be used by DFPS to determine subsequent performance targets or the need for contract changes. The performance measures are defined below:

**Outcome 1: Children/youth are safe in foster care.**

**Indicator:** Percent of children/youth who do not experience an incidence of abuse, neglect or exploitation while placed with the SSCC.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31. The quarterly measurements will be cumulative to determine the annual performance.

**Target:** 100%

**Purpose:** The purpose of this measure is to evaluate the Contractor's ability to safely place the children/youth referred to the SSCC. This outcome directly relates to DFPS' mission to protect children/youth from abuse/neglect and to Safety Outcome 2 measured by the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Facility (operation) as described in 40 TAC §745.37(3)(A)-(l), with an active SSCC placement;
- Number of unduplicated DFPS placements with the SSCC that were active at any point during the performance period; and
- Number of unduplicated Designated Victims at the SSCC for which a disposition of Reason to Believe was upheld.

**Methodology:**
The numerator is the number of children/youth who are/were in DFPS managing conservatorship, placed with the SSCC, and Designated Victims as determined by a Residential Child-Care Licensing (RCCL) investigation, for which a disposition of RTB was Upheld during the performance period.

The denominator is the total number of children/youth in DFPS managing conservatorship placed with the SSCC during the performance period.

Divide the numerator by the denominator. Subtract the result from one (1) to give the complimentary "Children not Designated Victims" measurement. Multiply by 100 and state as a percentage.

**Outcome 2: Children/youth have stability in their placement.**

**Indicator:** Percent of children/youth who have two or fewer placements during a two-year performance period, counting only placements that occur while in the SSCC's care.

**Performance Period:** Contractor performance for this outcome is determined biennially but measured and reported for the following six month intervals, wholly or partially depending on the Contract start and end dates: September 1 through February 28/29 and March 1 through August 31.
### EXHIBIT A: DFPS Statement of Work

The six month measurements will be cumulative to determine the biennial performance.

**Target:** [XX]%, based on the [statewide/regional/catchment area] average for [period].

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to improve placement stability. This relates to Item 6 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of children/youth who are placed with the SSCC during the performance period and have two or fewer placements while in the SSCC’s care and during the performance period.
- Number of children/youth who are placed with the SSCC during the performance period.

**Methodology:**
The numerator reports the number of children/youth from the denominator in the SSCC's care with two or fewer placements during the two-year performance period, as stated in the Data Source.

Two types of denominators will be used for this measure. The first type is the in care population. This denominator is the number of children/youth who are in the SSCC’s care at the start of the two year window. The second type is the admission population - the number of children admitted in each 12 month entry year during the two year performance period, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

### Outcome #3: Children/youth are able to maintain connections to family and community.

**Indicator a:** Percent of children/youth placed within 50 miles of their home.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** [XX]%, based on the [statewide/regional/catchment area] average for [period].

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to serve children/youth closer to home, which increases the likelihood they will remain connected to their siblings, families, peers and schools. Close proximity makes it easier for parents, CPS case workers, and advocates to visit children/youth more frequently by reducing travel time and costs for all involved. This relates to Item 11 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Sources:**
- Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period - number of children/youth who were in placement with the SSCC on the last day of the performance period.
- Mapping Software - number of children/youth who were in placement with the SSCC on the last day of the performance period and placed within 50 miles of their home (removal address) using the shortest driving distance, or distance along networks as defined by software systems.

**Methodology:**
The numerator is the number of children/youth who were placed within 50 miles of their home, as stated in the Data Source.

The denominator is the number of children/youth who were placed with the SSCC, as stated in the Data Source.
**Outcome #3:** Children/youth are able to maintain connections to family and community.

**Indicator b:** Percent of cases where all siblings are placed together.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** [XX]%, based on the [statewide/regional/catchment area] average for [period].

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to place complete sibling groups together. This relates to Item 12 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:
- Number of sibling groups that were in placement with the SSCC on the last day of the performance period where all siblings were in the same placement.
- Number of sibling groups that were in placement with the SSCC on the last day of the performance period. (Only includes siblings placed with this SSCC.)

**Methodology:**
The numerator is the number of sibling groups that were placed with all other siblings, as stated in the Data Source.

The denominator is the number of sibling groups that were placed with the SSCC, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

---

**Outcome #3:** Children/youth are able to maintain connections to family and community.

**Indicator c:** Percent of children/youth in foster care who have at least one monthly personal contact with a Family member who is not a parent or sibling but could be another person who has a significant, long-standing relationship with the Child or the Child's family and is identified as appropriate for contact by DFPS.

**Performance Period:** Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

**Target:** Data will be collected during the first year of placements and used to set a target.

**Purpose:** The purpose of this measure is to evaluate the SSCC's ability to help the child/youth maintain connections with Family, other than parents or siblings, and others who are important to the child/youth. This directly relates to Item 14 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

**Data Source:** Performance Management Evaluation Tool (PMET); information reported by the SSCC:
- Number of children/youth under age 18 who have had at least one personal contact each month during the performance period with a Family member who is not a parent or sibling but could be another person who has a significant, long-standing relationship with the Child or the Child's family and is identified as appropriate for contact by DFPS.
- Number of children/youth under age 18 who had at least one Family member who is not a parent or sibling but could be another person who has a significant, long-standing relationship with the Child or the Child's family and is identified as appropriate for contact by DFPS.
Methodology:
The numerator is the number of children/youth who had at least one personal contact each month, as stated in the Data Source.

The denominator is the number of children/youth, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

Outcome #3: Children/youth are able to maintain connections to family and community.
Indicator d: Percent of children/youth in foster care who have at least monthly personal contact with each sibling in foster care.

Performance Period: Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

Target: Data will be collected during the first year of placements and used to set a target.

Purpose: The purpose of this measure is to evaluate the SSCC's ability to help the child/youth maintain connections with siblings who are also in foster care. This relates to Item 13 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

Data Source: Performance Management Evaluation Tool (PMET); information reported by the SSCC:
- Number of children/youth under age 18 who are part of a sibling group not placed together and have had at least one face-to-face contact with each sibling placed in the same region or within 50 miles, or at least two telecommunications contacts with each sibling placed in a different region and more than 50 miles away, for each month during the performance period.
- Number of children/youth under age 18 who are part of a sibling group not placed together for each month during the performance period. Exceptions to this include when sibling contact is prohibited by court order or contrary to the best interest of the child/youth as documented in any of the Plans of Service of a sibling or by a mental health professional treating any of the siblings. (Includes all siblings in any DFPS placement.)

Methodology:
The numerator is the number of children/youth who are part of a sibling group and had the specified contact(s) each month, as stated in the Data Source.

The denominator is the number of children/youth who are part of a sibling group, as stated in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

Outcome #4: Youth are fully prepared for adulthood.
Indicator a: Percent of Youth in foster care who have a Regular Job at some time during the year.

Performance Period: Contractor performance for this outcome is determined annually but measured quarterly throughout the contract period, using the following quarters, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31. The quarterly measurements will be cumulative to determine the annual performance.

Target: Data will be collected during the first year of placements and used to set a target.

Purpose: The purpose of this measure is to evaluate the SSCC's ability to help the child/youth obtain job experience in preparation for adulthood.
### Data Sources:
- Performance Management Evaluation Tool (PMET); information reported by the SSCC: Number of youth in care who are age 16 or older on or before the last day of the performance period and have had a Regular Job during the performance period.
- Information Management Protecting Adults and Children in Texas (IMPACT): Number of youth in care who are age 16 or older on or before the last day of the performance period.

### Methodology:
The numerator is the number of youth in care who had a Regular Job during the performance period, as stated in the Data Source. Quarterly data will be added together.

The denominator is the number of youth in care, as stated in the Data Source. Quarterly data will be added together.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

<table>
<thead>
<tr>
<th>Outcome #4: Youth are fully prepared for adulthood.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator b: Percent of 17-year-old youth who have completed PAL Life Skills Training.</td>
</tr>
<tr>
<td><strong>Performance Period:</strong> Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.</td>
</tr>
<tr>
<td><strong>Target:</strong> XX%, based on the [statewide/regional/catchment area] average for [period].</td>
</tr>
<tr>
<td><strong>Purpose:</strong> The purpose of this measure is to evaluate the SSCC's ability to help the youth complete PAL training before his/her 18th birthday.</td>
</tr>
<tr>
<td><strong>Data Source:</strong> Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:</td>
</tr>
<tr>
<td>- Number of youth in care who are age 17 at any time during the performance period and have completed PAL Life Skills Training.</td>
</tr>
<tr>
<td>- Number of youth in care who are age 17 at any time during the performance period.</td>
</tr>
<tr>
<td><strong>Methodology:</strong> The numerator is the number of youth in care who are age 17 and have completed PAL Life Skills Training, as stated in the Data Source.</td>
</tr>
<tr>
<td>The denominator is the number of youth in care who are age 17, as stated in the Data Source.</td>
</tr>
<tr>
<td>Divide the numerator by the denominator. Multiply by 100 and state as a percentage.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome #4: Youth are fully prepared for adulthood.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator c:</strong> Percent of youth age 16 or older who have a driver's license or state identification card.</td>
</tr>
<tr>
<td><strong>Performance Period:</strong> Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31. The quarterly measurements will be cumulative to determine the annual performance.</td>
</tr>
<tr>
<td><strong>Target:</strong> Data will be collected during the first year of placements and used to set a target.</td>
</tr>
<tr>
<td><strong>Purpose:</strong> The purpose of this measure is to evaluate the SSCC's ability to help the youth obtain a driver's license or a state identification card.</td>
</tr>
<tr>
<td><strong>Data Sources:</strong></td>
</tr>
<tr>
<td>- Performance Management Evaluation Tool (PMET); information reported by the SSCC: Number of youth in foster care age 16 or older on the last day of the performance period.</td>
</tr>
</tbody>
</table>
**EXHIBIT A: DFPS Statement of Work**

<table>
<thead>
<tr>
<th>Outcome #5: Children/youth in foster care are placed in the least restrictive placement setting.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator:</strong> Percent of children/youth in foster care placed in a foster family home.</td>
</tr>
<tr>
<td><strong>Performance Period:</strong> Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.</td>
</tr>
<tr>
<td><strong>Target:</strong> [XX]%, based on the [statewide/regional/catchment area] average for [period].</td>
</tr>
<tr>
<td><strong>Purpose:</strong> The purpose of this measure is to evaluate the SSCC’s ability to place as many children/youth as possible in the least restrictive placement setting of a foster family home.</td>
</tr>
<tr>
<td><strong>Data Source:</strong> Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:</td>
</tr>
<tr>
<td>- Number of children/youth in placement in a foster family home with the SSCC on the last day of the performance period.</td>
</tr>
<tr>
<td>- Number of children/youth in placement with the SSCC on the last day of the performance period.</td>
</tr>
<tr>
<td><strong>Methodology:</strong> The numerator is the number of children/youth placed in a foster family home with the SSCC, as described in the Data Source. The denominator is the number of children/youth placed with the SSCC, as described in the Data Source.</td>
</tr>
<tr>
<td>Divide the numerator by the denominator. Multiply by 100 and state as a percentage.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome #6: Children/youth participate in decisions that impact their lives.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Indicator a:</strong> Percent of children/youth age 10 or older who participated in development of any DFPS-approved Service Plan.</td>
</tr>
<tr>
<td><strong>Performance Period:</strong> Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates: September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.</td>
</tr>
<tr>
<td><strong>Target:</strong> Data will be collected during the first year of placements and used to set a target.</td>
</tr>
<tr>
<td><strong>Purpose:</strong> The purpose of this measure is to evaluate the SSCC’s ability to actively engage children and youth in the decision-making process with parties and providers on issues affecting their life. This relates to Item 18 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.</td>
</tr>
<tr>
<td><strong>Data Source:</strong> Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period:</td>
</tr>
</tbody>
</table>

DFPS Foster Care Redesign Region 3B SSCC Contract
### EXHIBIT A: DFPS Statement of Work

- Number of DFPS-approved Service Plans completed for children/youth age 10 or older during the performance period where the child/youth participated in the development of the Plan.
- Total number of DFPS-approved Service Plans completed for children/youth age 10 or older during the performance period.

#### Methodology:
The numerator is the number of children/youth who participated in the development of their Service Plan as described in the Data Source.

The denominator is the number of DFPS-approved Service Plans, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

<table>
<thead>
<tr>
<th>Outcome #6:</th>
<th>Children/youth participate in decisions that impact their lives.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator b:</td>
<td>Percent of children/youth who participated in at least one discussion about the child's/youth's opinion regarding placement options.</td>
</tr>
</tbody>
</table>

#### Performance Period:
Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates:
- September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

#### Target:
Data will be collected during the first year of placements and used to set a target.

#### Purpose:
The purpose of this measure is to evaluate the SSCC's ability to include children/youth in placement decisions.

#### Data Sources:
- Performance Management Evaluation Tool (PMET); information reported by the SSCC:
  - Number of placement changes during the performance period where the child/youth in foster care participated, to the extent of the child's ability, in at least one discussion regarding their placement change that occurred.
  - Information Management Protecting Adults and Children in Texas (IMPACT); information used for the performance period: Number of placement changes during the performance period.

#### Methodology:
The numerator is the number of placement changes where children/youth were able to participate in discussions, as described in the Data Source.

The denominator is the number of placement changes, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.

<table>
<thead>
<tr>
<th>Outcome #6:</th>
<th>Children/youth participate in decisions that impact their lives.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicator c:</td>
<td>Percent of court hearings attended by children/youth age 10 or older.</td>
</tr>
</tbody>
</table>

#### Performance Period:
Contractor performance for this outcome is determined for one or more of the following performance periods, wholly or partially, depending on the Contract start and end dates:
- September 1 through November 30, December 1 through February 28/29, March 1 through May 31, and June 1 through August 31.

#### Target:
Data will be collected during the first year of placements and used to set a target.

#### Purpose:
The purpose of this measure is to evaluate the SSCC's ability to include children/youth in the court process. This relates to Item 18 of the Child and Family Services Review (CFSR) of the US Health and Human Services Administration for Children and Families.

#### Data Source:
- Performance Management Evaluation Tool (PMET); information used for the performance period:
  - Number of court hearings attended by children/youth age 10 or older during the performance...
### EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>period.</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Number of court hearings for children/youth age 10 or older during the performance period. A hearing spanning more than one day would be counted as one hearing. A hearing involving more than one child/youth would be counted for each child/youth age 10 or older.</td>
</tr>
</tbody>
</table>

**Methodology:**
The numerator is the number of court hearings attended by children/youth, as described in the Data Source.

The denominator is the number of court hearings for children/youth age 10 or older, as described in the Data Source.

Divide the numerator by the denominator. Multiply by 100 and state as a percentage.
EXHIBIT A: DFPS Statement of Work

Article III. Utilization and Compensation

Section 3.01 Resource Distribution. As DFPS and the SCC move through the Stages of Implementation, some of the functions that have traditionally been the responsibility of DFPS will shift to the SCC. These functions include child placement, contract management, and foster home development and maintenance. The DFPS budget for child placement and contract management staff resources allocated to the catchment area for FY2013 will be negotiated and transferred to the SCC commensurate with the transfer of the functions. Resource transfer will be renegotiated as agreed and will be based on caseload related appropriations changes.

DFPS resources for recruiting, developing and maintaining foster care placements and functions are provided to the SCC through the blended foster care per diem rate.

The estimated DFPS budget for child placement and contract management staff resources that allocated to the catchment area in FY2013 and FY2014 is referenced in the chart below.

<table>
<thead>
<tr>
<th>Catchment Area</th>
<th>Estimated Annual Average Resource Transfer</th>
<th>Annual Average Cost Per Resource Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Placement</td>
<td>Contract</td>
</tr>
<tr>
<td>Salary</td>
<td>$147,536</td>
<td>$227,546</td>
</tr>
<tr>
<td>Consumable Supplies</td>
<td>$3,665</td>
<td>$5,492</td>
</tr>
<tr>
<td>Utilities</td>
<td>$ 2,784</td>
<td>$ 2,198</td>
</tr>
<tr>
<td>Travel</td>
<td>$16,991</td>
<td>$14,924</td>
</tr>
<tr>
<td>Rent - Machine &amp; Other</td>
<td>$ 2,999</td>
<td>$ 4,509</td>
</tr>
<tr>
<td>Other Operating Expense</td>
<td>$31,974</td>
<td>$47,915</td>
</tr>
<tr>
<td><strong>Total Annual Cost Allocation for Resource Transfer</strong></td>
<td><strong>$205,949</strong></td>
<td><strong>$302,584</strong></td>
</tr>
</tbody>
</table>

DFPS Foster Care Redesign Region 3B SCC Contract
EXHIBIT A: DFPS Statement of Work

<table>
<thead>
<tr>
<th>Transfer</th>
<th>Authorized FTEs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3.7</td>
</tr>
</tbody>
</table>

(A) **Resource Distribution and Purchased Services Allocation Methodology.** The methodology used to allocate staff and purchased services for the agency is determined through the Equity of Service Statements (ESS) process based on the annual appropriated funding for the agency. The ESS is developed to determine an equitable distribution of agency resources to all regions of the state and is based on CPS workloads in each region. The agency collects case data and develops a workload allocation model that is based on specific caseload activity. The average full time equivalent (FTE) funding is then calculated for each region based on the total FTEs determined through the ESS process and is distributed by budget category (Salary, Travel and Overhead). The purchase services allocation is based on the annual appropriated funding distributed through the ESS process.

(1) The methodology used to determine the funding available for the resource distribution and purchased services allocations for the catchment area is based on the estimated FY2014 appropriated funding allocated to DFPS Region 3 through the ESS process. The Region 3 allocation is then distributed to the County level within Region 3 based on a historical 5-year average (FY2008-FY2012) of children and youth in paid foster care to determine the percentage of estimated resource transfer and purchased services allocation to the catchment area.

(2) The timing and amounts of resources will be in part dependent on the SSCC's proposed model, transition, and readiness plans as well as be commensurate with appropriated available funding. DFPS will negotiate the terms of the resource transfer with the SCC prior to contract execution. DFPS and the SCC will also meet at least thirty (30) days prior to the end of each state fiscal year in order to negotiate the resource transfer for the following fiscal year.

(B) **Initial Resource Transfer.** DFPS will provide the SCC with an upfront, one-time payment of $208,262.00 for the purposes of building a provider network to manage DFPS referrals in the catchment area. Prior to the transfer of these funds, the SCC must provide a Budget detail report to DFPS outlining how the SCC will expend Initial Resource Transfer Funds. The SCC may not use Initial Resource Transfer Funds to purchase equipment. Additionally, the SCC must submit a final expenditure report to DFPS on or before September 30, 2014. If the total upfront funding is not expended by the SCC by August 31, 2014, any unexpended funds must be returned to DFPS no later than September 30, 2014.

(C) **Resource Transfer for Staged Implementation.** DFPS will retain the resources associated with the functions necessary to operate the catchment area legacy system, and the Department will provide a percentage of the appropriated dollar amount for resource transfer to the SCC that reflects the corresponding level of functions that have transferred from DFPS to the SCC. This function transfer percentage will be determined by using the percent of children/youth who originated from the catchment area who have moved into the SCC network of care.

(1) **Annual Resource Transfer for Staged Implementation Methodology.** Upon commencement of Stage I, DFPS will make quarterly payments each state fiscal year to the SCC for the cost reimbursement resource transfer funds. The amount of
reimbursement will be determined by calculating the total days of care for children who originated from the catchment area during the given quarter and the percentage of the total days of care for children who originated from the catchment area for which the SSCC was responsible. DFPS will multiply one/fourth(1/4) of the appropriated dollar amount by this percentage, which will be the amount of resource transfer funds that DFPS will make available to the SSCC for the preceding quarter. When no legacy cases remain in the catchment area legacy system, the Department will pay all resource transfer funds to the SSCC in four payments each state fiscal quarter.

(2) Cost Reimbursement. The SSCC must manage Resource Transfer for Staged Implementation funds on a cost reimbursement basis by submitting monthly invoices for allocable costs. The Department is not obligated to pay unauthorized costs or to pay more than the SSCC's reasonable, allowable, and actually incurred costs consistent with federal and state regulations. The SSCC is responsible for submitting invoices in an accurate and timely manner for each month and for notifying the Department of a need to expedite payment.

(3) Physical Property Purchased with Resource Transfer Funds. The SSCC must assume responsibility for the protection of all physical property and equipment purchased under this contract and to take appropriate measures to meet this obligation. The SSCC must furnish the Department with a written, factual report of the theft of, or damage to, any equipment purchased under this contract, including circumstances concerning the loss. In addition, in the event of any theft, vandalism, or other offense against the properties, the SSCC will notify appropriate local law enforcement authorities.

(4) Equipment Purchased with Resource Transfer Funds. Equipment will be defined as an article of tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of: the capitalization level established by the contractor for financial statement purposes; or $5,000. The SSCC will follow the provisions of 45 CFR 74 and 48 CFR 31 regarding disposition of any equipment purchased under this contract with funds allocated to the SSCC or its subcontractor. The SSCC will not give any security interest, lien, or otherwise encumber any item of equipment purchased with contract funds. The SSCC will permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of equipment which is available to the Department at all times upon request. Cost reimbursement contractors must also follow the following guidelines when contracting with the Department:

   a. For any equipment purchased with Resource Transfer Funds, the SSCC must add certain items that are classified as "controlled assets" as designated in the Comptroller's State Property Accounting User Manual to their inventory. The following equipment will be added to the inventory list based on the noted acquisition costs: Maintained irrespective of cost - Firearms (i.e. hand gun, rifle); Maintained with costs of $500 to $4,999 - (1) Stereo System, (2) Camera, (3) Video Recorder/Laserdisc Player (TV, VCR, Camcorder), (4) Desktop CPU (not Apple), (5) Printer (not portable), (6) CPU Desktop - Apple, (7) Data Projectors, (8) Portable CPU - not Apple (Laptop), and (9) Portable CPU - Apple (Laptop). The SSCC should review the SPA manual, available on the Internet, periodically for the most current list.

   b. The SSCC must follow the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Assets" for equipment disposition purposes, except when federal or statutory requirements supersede.
c. The SSCC must request prior DFPS approval before disposing of equipment or controlled assets prior to the end of the useful life for that item.

d. Any change to the equipment category in a cost reimbursement budget will require prior approval from the Department.

Section 3.02 Advance Payment for Start-Up. In accordance with 40 TAC §732.238, DFPS will provide a one-time advance payment to the SSCC for use as operating capital prior to DFPS making the first referral for services in Stage I under the SSCC contract. The SSCC will repay the Advance Payment to DFPS during the first year of the contract. The guidelines and process for Advance Payment include:

(A) DFPS will advance up to 1/12th of the projected contractual amount for paid foster care for the 1st year of operation within 15 days of contract execution.

(B) The SSCC will repay DFPS half of the Advance Payment amount nine (9) months after the effective date of the SSCC contract.

(C) The SSCC will repay DFPS remaining balance of the Advance Payment amount twelve (12) months after the effective date of the SSCC contract.

(D) The SSCC will remit repayment of the Advance Payment via check made out and submitted to DFPS.

(E) Failure to repay the Advance Payment as outlined in Section 3.08(B)-(D) will result in DFPS proceeding to recoup payments in accordance with any and all available remedies under state and federal law and taking other appropriate actions. This includes, but is not limited to, placing the contract on a vendor hold concerning further reimbursement, reporting the SSCC to the Vendor Performance Tracking System (VPTS) in accordance with FCRUTC Section 6.6, and referral of the SSCC to the Office of the Attorney General.

Section 3.03 Quality and Utilization Management Contract Funds. As DFPS and the SSCC move through the Stages of Implementation, some of the quality and utilization management functions performed by DFPS (via a third-party contract) will transfer to the SSCC. As a result, a transfer of resources commensurate with the transfer of functions from DFPS to the SSCC will occur. DFPS will retain the resources associated with the functions necessary to operate the catchment area legacy system, and the Department will provide a percentage of total UM contract amount to the SSCC that reflects the corresponding level of functions that have transferred from DFPS to the SSCC. Both DFPS and the SSCC agree that this function transfer percentage will be determined by using the percent of children/youth who originated from the catchment area who have moved into the SSCC network of care.

(A) Annual Quality and Utilization Management Transfer Methodology. At the end of each state fiscal year, DFPS and the SSCC will determine the number of children who originated from the catchment area and the percentage of those children who receive paid foster care services under the SSCC contract. DFPS will multiply the total UM contract amount by this percentage of SSCC Children in order to calculate the amount of DFPS transfer that will be paid to the SSCC.

(B) Cost Reimbursement. The SSCC must manage Quality and Utilization Management Contract Funds for Staged Implementation funds on a cost reimbursement basis by submitting monthly invoices for allocable costs. The Department is not obligated to pay unauthorized costs or to pay more than the SSCC's reasonable, allowable, and actually incurred costs consistent with federal and state regulations. The SSCC is responsible for submitting invoices in an accurate and timely manner for each month and for notifying the Department of a need to expedite payment.

Section 3.04 Foster Care Rates. The Texas Health and Human Services Commission (HHSC) develops the reimbursement methodology rules for determining payment rates for DFPS contracted 24-
hour Residential Child Care. Foster care rates include funding for both provider administrative and direct service costs associated with the provision of foster care and do not include the allocation for purchase of services to children, youth, and families. Daily foster care rates are based on appropriated funds and the number of children projected to enter paid foster care.

Foster care redesign reimbursement has three components for each Catchment Area: A blended foster care rate; an exceptional foster care rate that may be applied to a limited number of days of care for children requiring extraordinary care; and, beginning in Stage III, a blended foster care case rate based on length of stay in paid foster care factors.

The catchment area specific Blended Foster Care Rates do not include the funding for Preparation for Adult Living-Life Skills Training, Purchased Adoption Services and Foster Care Day Care Services, which will all be provided by the SSCC beginning in Stage I and for which funding will be provided through a separate allocation. Similarly they do not include the financial resources which will transfer from DFPS to the SSCC commensurate with transfer of tasks as described in Section 3.01. The Blended Foster Care Rates are as follows:

(A) **Blended Foster Care Rates for the Catchment Area.** The Texas Health and Human Services Commission (HHSC) develops and establishes the majority of payment rates for all agencies under the HHSC’s authority. HHSC will publish proposed rates and conduct the rate hearing for FY 2014 in July/August of 2013, including catchment-specific blended rates for FCR. Rates will be based on the 2014-2015 appropriation for foster care and the catchment-specific case mix as of April 2013. For more information on the proposed blended foster care rate for this catchment area, please visit the following:


HHSC posted the rate packet to this site on June 28, 2013. All final adopted blended foster care rates for this catchment area will be posted on the HHSC Rate Analysis webpage which can be accessed by visiting the following:

http://www.hhsc.state.tx.us/rad/long-term-svcs/24rcc/index.shtml

(B) **Minimum Pass-Through Requirement.** The SSCC must remit a minimum dollar amount of the daily foster care rate to foster parents to pay for child maintenance costs of children and youth placed pursuant to this contract. The minimum dollar amount will be determined by HHSC based on the most recent United States Department of Agriculture (USDA) Expenditures on Children by Families, Estimated Annual Expenditures on a Child by Husband-Wife Families, Urban South, with before tax income falling into middle USDA income bracket, inflated to the rate period, excluding expenditures on health care, child care and education. If HHSC implements a change in the applicable foster care rate(s), DFPS may change the minimum pass-through dollar amount(s). The SSCC must document the payment schedule for services provided through the SSCC demonstrating the provision of required pass through for foster families. The required minimum pass through dollar amount to a foster parent in all of the catchment areas is $22.15 per day. If the appropriated foster care rates change as a result of the 83rd Texas Legislative Session, the amount of the required minimum pass through required will be adjusted.

(C) **Social Security Payments.** Blended rate payments will be reduced by DFPS by the amount of Social Security payments and other income received from the state and federal government that are transferred to the SSCC by DFPS for specific children and youth.
Section 3.05 Blended Foster Care Rate.

(A) **Methodology.** The blended foster care rate represents the weighted average per diem payment rate for all children and youth (excluding Supervised Independent Living (SIL) placement and children/youth who have been approved for the Exceptional Foster Care Rate (see Section 3.08) in paid foster care from the designated catchment area, regardless of service level or placement type in the legacy system. It is intended to cover direct service provider administrative overhead and direct service costs. The blended foster care rate will be re-based biennially, within available funding.

(B) **Financial Risk.** DFPS will pay the established blended rate for each calendar day of placement in paid foster care provided under the SSCC's contract, mitigating risk associated with increased entries into paid foster care. Through the use of a single blended foster care rate, the SSCC will have flexibility to offer individualized services to children and youth and will continue to be reimbursed at the same rate as children and youth move down or up the continuum of care and require less intense or more intense services and/or a reduction or increase in the frequency of services.

In Stage III, DFPS will pay the SSCC the blended foster care rate for each day of service provided to each child and youth, but financial rewards and financial remedies will be applied based on the average length of stay (blended foster care case rate) for children and youth in paid foster care served by the SSCC (excluding SIL, Extended Foster Care, and children/youth who have been approved for the Exceptional Foster Care Rate).

For children served by the SSCC in paid foster care, DFPS will establish a length of stay baseline based on DFPS historical data pertaining to children from the SSCC catchment area. For each SSCC, HHSC will calculate a weighted average length of stay by taking the sum of the strata-specific number of care days used divided by the total number of children across all strata. The strata are based upon the age of the child upon entry into paid foster care and the amount of time the child has been in paid foster care: 1) less than one year old; 2) between one and thirteen years old and currently less than two years in paid foster care; 3) between one and thirteen years old and currently two or more years in paid foster care; 4) between fourteen and seventeen years old. The first baseline will be established from the average length of stay in paid foster care from the previous two years ending the first day that the SSCC receives the first referral for placement as a part of Stage I contract implementation in the catchment area. The second baseline will be established from the average length of stay in paid foster care from the day that the SSCC receives the first referral for placement as a part of Stage I implementation in the catchment area to the first day of second year of Stage III in the catchment area. Subsequent baselines are recalculated every two years based on most recently available, reliable length of stay in paid foster care data.

If children and youth served by the SSCC move to permanency in less time and at a higher rate, on average, than predicted by the SSCC baseline, then the SSCC will be able to re-invest funds equal to the general revenue amount that DFPS would have spent had children and youth served by the SSCC remained in paid foster care for the length of time predicted by the baseline. The SSCC will be required to expend all funds obtained through the leverage process in a manner that improves the quality of care delivered on behalf of DFPS children, youth and families in the catchment area.
EXHIBIT A: DFPS Statement of Work

If the average length of stay in paid foster care for children and youth served by the SSCC is higher than the historical baseline for average length of stay in paid foster care for the catchment area, the SSCC will pay DFPS an amount equal to the general revenue amount that DFPS spent for the foster care days in excess for failure to achieve the established outcome target. Compliance with length of stay expectations and calculation of rewards and remedies will be determined on an annual basis.

Section 3.06 Supervised Independent Living (SIL) Rates (Stages I, II, III).

(A) The SSCC must offer Supervised Independent Living placements by the SSCC as a part of the continuum of paid foster care services.

(B) DFPS will reimburse the SSCC a separate SIL rate for young adults residing in an SIL placement.

(C) Young adults residing in an SIL placement will not be included in the blended foster care rate methodology and DFPS and HHSC will exclude young adults in SIL placements from the methodology used to determine incentives around length of stay in paid foster care in Stage III.

(D) The SSCC must notify the Caseworker and the Caseworker's Chain of Command within 24 hours of the consent for placement by a minor in the Contractor's Transitional Living Program in accordance with the Texas Family Code §32.203.

(E) The Texas Health and Human Services Commission (HHSC) develops and establishes the majority of payment rates for all agencies under the HHSC's authority. The Supervised Independent Living (SIL) Payment Rates may be accessed by visiting the HHSC Rate Analysis webpage:

http://www.hhsc.state.tx.us/rad/long-term-svcs/24rcc/index.shtml

Section 3.07 Extended Foster Care (excluding SIL placements) (Stages I, II, III).

(A) DFPS will reimburse the SSCC the blended foster care rate for young adults who remain in paid foster care through the Voluntary Extended Foster Care Agreement (VEFCA) with the exception of those residing in an SIL placement.

(B) DFPS and HHSC will exclude young adults in Extended Foster Care from the methodology used to determine incentives around length of stay in paid foster care in Stage III.

Section 3.08 Exceptional Foster Care Rate (Stages I, II, III). There will be a very small number of children and youth in the designated catchment area with exceptional needs that cannot be met appropriately through the use of a blended foster care rate. The Exceptional Foster Care Rate is based on a pro forma approach. This approach involves using historical costs of delivering similar services, where appropriate data are available, and estimating the basic types and costs of products and services necessary to deliver services meeting federal and state requirements.

The Exceptional Foster Care Rate is $352.70 per day and a total of 405 days of exceptional care has been designated to the catchment area for FY 2014-2015. The SSCC will have latitude, within agreed upon guidelines, in determining for which children these days are used. The SSCC will have the option during contract negotiations to accept a reduced exceptional foster care rate in exchange for an extended number of designated days for which the exceptional foster care rate may be applied, so long as it does not exceed the appropriated funding amount. However, the Exceptional Foster Care Rate will be a single, flat rate applied to all designated days. The Exceptional Foster Care rate will not vary by child and DFPS will not provide the option of charging the Department various multiple rates. The SSCC may not apply the exceptional foster care rate to young adults in SIL.
EXHIBIT A: DFPS Statement of Work

The exceptional rate and ceiling will be updated at the beginning of the each biennium beginning with the 2015-2016 biennium, based on the most current twelve months of actual cost data used to calculate the original exceptional foster care rate.

Section 3.09 Preparation for Adult Living (PAL) - Life Skills Training (Stages I, II, III). PAL life skills training is used for the purpose of preparing youth in substitute care to live independently when he or she becomes an adult. These services are provided through the use of federal John H. Chafee Foster Care Independence Program (CFCIP) federal funds, referred to as Chafee funds. To learn more about these funds, please visit:


(A) Chafee Funds.

1. DFPS will allocate to the SCCC a fixed amount of Chafee funds [excluding Education Training Voucher (ETV) funds] each year of the Contract to be used in the delivery of PAL Life Skills services. The amount will be based on the catchment area's allocation of the federal award of Chafee funds to DFPS. DFPS will provide the SCCC with the projected amount of funds available for use by the SCCC 30 days prior to Stage I.

2. As annual federal awards of Chafee funds are provided to DFPS, allocations will be adjusted, and the SCCC will be provided the appropriate share.

3. Chafee funds may only be spent on Preparation for Adult Living (PAL) services and are restricted from use for any other purpose.

4. Changes to annual fixed amount of Chafee funds resulting from annual federal awards may require a change to the match rate and consequently, the amount of the match required.

5. No matching funds are currently required of the SCCC.

Section 3.10 Adoption Funds (Stages I, II, III). The SCCC will receive an identified amount of funding through their purchase of service allocation, which must be used for adoption services. Parameters for use of adoption funds will be defined during the Start-up phase and prior to implementation of Stage I. DFPS will provide the SCCC with the projected amount of funds available for use by the SCCC 30 days prior to Stage I.

Section 3.11 Foster Care Day Care (Stages I, II, III). The SCCC will provide foster care day care services to children and families who meet the appropriate DFPS eligibility criteria.

(A) Foster Care Day Care Requirements. The SCCC may only use the eligible Texas Workforce Commission day care providers for foster care day care services. The SCCC will coordinate with DFPS so that DFPS may initiate day care process and payment for eligible foster care day care services to the Texas Workforce Commission on behalf of the SCCC.

Section 3.12 Coordination and Delivery of Family Services - Allocation of Funds (Stages II and III). The SCCC must identify its own unmet service needs and either deliver the services directly, identify available community resources, or purchase the needed services. Processes and parameters established in this subsection are only applicable to those services offered by the SCCC through the use of the DFPS purchase of service allocation and do not apply to any services offered by the SCCC through the use of community resources or additional funding methods. DFPS will provide the SCCC with the projected amount of purchase of service funds available to the SCCC on an annual basis no later than the beginning of the biennium.
EXHIBIT A: DFPS Statement of Work

than 60 days before Stage II and within 60 days of the start of each state fiscal year. The SSCC will be expected to make a determination of how best to use the POS allocation, including determining how to apportion its allocation. It is expected that the SSCC will manage within the funding allocation, yet maximize all available resources, including community services and other funding methods so that families referred to the SSCC can receive appropriate and effective services. Should POS funding be reduced, DFPS will discuss with the SSCC how other resources (e.g. DFPS staff) might be shared to cover gaps created by funding reductions.

<table>
<thead>
<tr>
<th>Fiscal Year 2014 Estimated Appropriated Purchase of Services Funding Allocations for Catchment Area</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage I</strong></td>
</tr>
<tr>
<td>Chafee - PAL Life Skills Services</td>
</tr>
<tr>
<td>$82,853</td>
</tr>
</tbody>
</table>

**Note:**
SSCC funding for purchase of services will be based on fiscal years 2014-2015 appropriated funding and allocated between legacy children and SSCC children. The estimated amounts provided in the table above represents funding for all children in the catchment area.

(A) DFPS will determine the budget allocation amount for purchased services in the catchment area based on an equitable distribution of services, workload activity, eligible clients, historical distribution, and case data with the goal of maintaining continuity of services and equal access to agency resources for all citizens of Texas.

(B) DFPS will determine whether a service is allowable under the funding streams available and will create a service code to be used for billing purposes.

(C) The SSCC must identify the types of purchase of services needed to meet the specific needs of clients in the catchment area.

(D) The SSCC must provide sufficient information on the modality or service description, eligible population, and payment methodology prior to implementing a service.

(E) The SSCC must access the purchase of service allocations by submitting a claim for service after the service is provided.

(F) The SSCC must adhere to legislative mandates and requirements regarding flexibility in transfer of all purchase of service funding, including foster care day care allocations.

(G) **Allowable Purchased Services.** To ensure federal financial participation, the SSCC must ensure that services offered as a part of the purchase of service allocation meet the criteria outlined in the following:

(1) **Child Welfare Services, Title IV-B, Subpart 1 of the Social Security Act.** For additional information:

(2) Promoting Safe and Stable Families, Title IV-B, Subpart 2 of the Social Security Act. For additional information:


(3) Temporary Assistance for Needy Families (TANF). For additional information:

http://www.acf.hhs.gov/programs/ofa/

(4) Title IV-E. For additional information:

http://www.acf.hhs.gov/programs/cb/resource/safe2010draft

(H) Fee Schedule for Purchased Service Allocation (Stages II and III). DFPS service allocation payment and billing processes are dependent on the link between an established fee and identified service. DFPS must provide notices to the SCC within two (2) business days of any change in an individual or family's eligibility. DFPS will pay the SCC for days of care provided up until the time DFPS notifies the SCC of a change, even if an individual or family's eligibility ended prior to notification. The SCC will provide DFPS payment methodologies and applicable fee schedules for services offered through the use of the purchased service allocation. Fees will be reasonable and comparable to those for similar services within the catchment area. Claims will be processed by DFPS in amounts not to exceed the rates on the fee schedule.

Section 3.13 Invoice Process

(A) Process for Payment of Foster Care

(1) DFPS will approve placement information in the IMPACT electronic system
(2) DFPS will generate invoices at the beginning of each month for prior month of service and will process payment to the SCC for foster care services through the IMPACT system. Invoices will be reconciled with the SCC prior to payment being made to assure accuracy.
(3) DFPS will submit monthly Itemized Provider Statement to the SCC, after reconciling with the SCC to assure accuracy.
(4) The SCC must contact appropriate DFPS staff to inquire about errors in payment and/or the Itemized Provider Statement.

(B) Process for Purchased Services to Children, Youth and Families. The SCC will select and bill for services delivered in accordance with agreed upon service plans. The following table outlines the anticipated invoice process and documentation requirements for payment of services rendered through the use of the purchase of service allocation (see Chart 11). Procedures may be modified or further specified in the catchment specific operations manual.

Chart 11: Invoice Process for Purchased Services to Children, Youth and Families

<table>
<thead>
<tr>
<th>DFPS Role</th>
<th>SCC Role</th>
<th>SCCC Documentation Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receive form 2054 from SSCC to initiate the invoice process</td>
<td>Generate and forward a form 2054 with sufficient information to initiate the invoice process to include but not limited to: the client name/client number, service type, number of units delivered and effective dates for CPS personnel to enter into IMPACT.</td>
<td>Submits invoice billing statement which includes:</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Enters form 2054 into IMPACT to generate pre-bill based on services, service delivery time range, units of services</td>
<td>Obtain explanation of benefits from client when claiming for deductibles or services denied by the insurance carrier.</td>
<td>1. Documentation to support any claim as a result of services or co-payment and deductibles not covered by the client's insurance.</td>
</tr>
<tr>
<td></td>
<td>Maintains documentation of fees charged and paid by the client when utilizing a sliding scale.</td>
<td>2. Documentation to indicate clients who have been imposed a sliding scale fee and the associated service and fee charged to the contract and the client's share.</td>
</tr>
<tr>
<td></td>
<td>Ensures claims submitted by subcontractors are accurate and complete.</td>
<td>3. Medicaid denials</td>
</tr>
<tr>
<td></td>
<td>Submits required invoice documentation to DFPS designated contract office by the 15th of the month following the month of service.</td>
<td>4. Signed Form 4116X, State of Texas Purchase Voucher (only submitted when situations warrant the need for a manual payment process.</td>
</tr>
<tr>
<td></td>
<td>Other supporting documentation which may be requested by DFPS.</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A: DFPS Statement of Work

Article IV. Startup Phase Requirements

Section 4.01 Introduction. This Section presents the scope of work for the Startup Phase of the Contract, which includes those activities that must take place between the time of Contract award and the Operational Start Date.

The Startup Phase will include a Readiness Review of the SSCC, which must be completed successfully prior to the SSCC’s Operational Start Date. DFPS may, at its discretion, terminate the Contract, postpone the Operational Start Date, or assess other contractual remedies if the SSCC fails to timely correct all Startup Phase deficiencies within a reasonable cure period, as determined by DFPS.

If for any reason, a SSCC does not fully meet the Readiness Review prior to the Operational Start Date, and DFPS has not approved a delay in the Operational Start Date or approved a delay in the SSCC’s compliance with the applicable Readiness Review requirement, then DFPS will impose remedies including actual or liquidated damages.

Section 4.02 Startup Phase Scope for SSCC. SSCC must meet the Readiness Review requirements established by DFPS no later than sixty (60) days prior to the SSCC accepting its first referral from DFPS (Stage I). SSCC agrees to provide all materials required to complete the Readiness Review by the dates established by DFPS.

Section 4.03 Startup Phase Schedule and Tasks. The Startup Phase begins on the effective date of the Contract. The Startup Phase must be completed no later than the Operational Start Date. The SSCC has overall responsibility for the timely and successful completion of each of the Startup Phase tasks. The SSCC is responsible for clearly specifying and requesting information needed from DFPS in a manner that does not delay the schedule or work to be performed.

(A) Contract Start-Up and Planning. DFPS and the SSCC will work together during the initial Contract start-up phase to:

1. define project management and reporting standards;
2. establish communication protocols between DFPS and the SSCC;
3. establish a schedule for key activities and milestones; and
4. clarify expectations for the content and format of Contract Deliverables.

The SSCC will be responsible for developing a written work plan, referred to as the final SSCC Management Plan, which will be used to monitor readiness progress throughout the Startup Phase.

The SSCC’s Plan must include a detailed description of the process it will use to ensure safe, timely and successful placement of referred children and youth, including successful transition of children and youth being served in the legacy system. The SSCC’s Plan must identify a designated SSCC staff member responsible for the facilitation and oversight of this process.

(B) Administration and Key SSCC Personnel. No later than the Effective Date of the Contract, the SSCC must designate and identify Key SSCC Personnel that meet the requirements of this contract and specify office location for each. The SSCC will supply DFPS with résumés of each Key SSCC Personnel as well as organizational information that has changed relative to the SSCC’s Proposal, such as updated job descriptions, office locations and updated organizational charts, if applicable. If the SSCC is using a Material
EXHIBIT A: DFPS Statement of Work

Subcontractor, the SSCC must also provide the organizational chart for the Material Subcontractor.

(C) Operations Readiness. The SSCC must clearly define and document the policies and procedures that will be followed to support day-to-day business activities, including coordination with subcontractors and/or other network providers. The SSCC will be responsible for developing and documenting its approach to quality assurance. DFPS or its designee will conduct a Readiness Review prior to the Operational Start Date. During Readiness Review, the SSCC must, at a minimum:

1. Develop new, or revise existing, operations procedures and associated documentation to support the SSCC's proposed approach to conducting operations activities in compliance with the contracted Scope of Work.
2. Submit to DFPS, a listing of all contracted and credentialed Providers, in a DFPS-approved format including a description of additional contracting and credentialing activities scheduled to be completed before the Operational Start Date.
3. Prepare and implement a staff training curriculum and a Provider training curriculum, and provide documentation demonstrating compliance with training requirements (e.g., enrollment or attendance rosters dated and signed by each attendee or other written evidence of training.)
4. Develop and submit to DFPS the SSCC's proposed complaint and appeals processes.

During the Readiness Review, DFPS may request from the SSCC certain operating procedures and updates to documentation to support the provision of services. DFPS will assess the SSCC's understanding of its responsibilities and the SSCC's capability to assume the functions required under the Contract, based in part on the SSCC's assurances of operational readiness, information contained in its Proposal and subsequent Provider's Manual, and in Startup Phase documentation submitted by the SSCC.

The SSCC is required to promptly provide a Corrective Action Plan or Risk Mitigation Plan as requested by DFPS in response to Operational Readiness Review deficiencies identified by the SSCC or by DFPS or its agent. The SSCC must promptly alert DFPS of deficiencies, and must correct a deficiency or provide a Corrective Action Plan or Risk Mitigation Plan no later than 10 calendar days after DFPS's notification of deficiencies. If the Contractor documents to DFPS's satisfaction that the deficiency has been corrected within 10 calendar days of such deficiency notification by DFPS, no Corrective Action Plan is required.

(D) Assurance of System and Operational Readiness. In addition to successfully providing the Deliverables described in Section 4.03 ("Startup Phase Schedule and Tasks"), the SSCC must assure DFPS that all processes, MIS systems, and staffed functions are ready and able to successfully assume responsibilities for operations prior to the Operational Start Date. In particular, the SSCC must assure that Key SSCC Personnel, and network Provider staff are hired and trained, MIS systems and interfaces are in place and functioning properly, communications procedures are in place, Provider Manuals have been distributed, and that Provider training sessions have occurred according to the schedule approved by DFPS.

(E) Post-Startup. The SSCC will work with DFPS, community stakeholders, and Network Members and other Providers, to promptly identify and resolve problems identified after the Operational Start Date and to communicate to DFPS, Providers, and Members, as applicable, the steps the SSCC is taking to resolve the problems.
If an SSCC makes assurances to DFPS of its readiness to meet Contract requirements, including MIS and operational requirements, but fails to satisfy requirements set forth in this Section, or as otherwise required pursuant to the Contract, DFPS may, at its discretion do any of the following in accordance with the severity of the non-compliance and the potential impact on Members and Providers:

(1) Suspend referrals to the SSCC
(2) Impose contractual remedies, including liquidated damages; or
(3) Pursue other equitable, injunctive, or regulatory relief.
EXHIBIT A: DFPS Statement of Work

Article V. Turnover Requirements

Section 5.01 Introduction. This section presents the Turnover requirements. “Turnover” is defined as the activities that the SSCC is required to perform prior to or upon termination of the Contract, in situations where the SSCC will transition data and documentation to DFPS or a subsequent contractor.

Section 5.02 Turnover Plan. Twelve months after the start of the Contract, the SSCC must provide a Turnover Plan covering the turnover of the records and information maintained to either DFPS or a subsequent contractor. The Turnover Plan will be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. DFPS must approve the Turnover Plan.

Section 5.03 Transfer of Data and Information. The SSCC must transfer to DFPS or a subsequent contractor all data, documentation, and information necessary to transition operations. "Documentation" means all operations, technical and user manuals used in conjunction with Services, and Deliverables that DFPS determines are necessary. The SSCC must provide the documentation in the formats in which the documentation exists at the expiration or termination of the Contract. In addition, the SSCC will provide to DFPS the following:

(A) Data, information, and services necessary and sufficient to enable DFPS to map all SSCC Program data from the SSCC's system(s) to the replacement system(s) of DFPS or a successor contractor, including a comprehensive data dictionary as defined by DFPS.

(B) All necessary data, information, and services will be provided in the format defined by DFPS.

(C) The SSCC must provide all of the data, information, and services mentioned in this section using its best efforts to ensure the efficient administration of the contract. The data and information must be supplied in media and format specified by DFPS and according to the schedule approved by DFPS in the Turnover Plan. The data, information, and services provided as detailed in this section must be provided at no additional cost to DFPS.

All relevant data and information must be received and verified by DFPS or the subsequent contractor. If DFPS determines that data or information are not accurate and complete, then DFPS reserves the right to hire an independent contractor to assist DFPS in obtaining and transferring all the required data and information and to ensure that all data and information comply with applicable state and federal law. The reasonable cost of providing these services will be the responsibility of the SSCC.

Section 5.04 Turnover Services. Six months prior to the end of the Contract Period, including any extensions, the SSCC must update its Turnover Plan. If DFPS terminates the Contract prior to the expiration of the Contract Period, then DFPS may require the SSCC to update the Turnover Plan sooner. In these cases, DFPS's notice of termination will include the date the Turnover Plan is due. The Turnover Plan must be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the Turnover tasks. The Turnover Plan describes the SSCC's policies and procedures that guarantees:

(A) The least disruption in the delivery of Services children, youth and families who are being served by the SSCC during the transition to a subsequent vendor.

(B) Cooperation with DFPS and the subsequent contractor in notifying stakeholders, including the community, members of judiciary, providers and others of the transition, as requested and in the form required or approved by DFPS.

(C) Cooperation with DFPS and the subsequent contractor in transferring information to the subsequent contractor, as requested and in the form required or approved by DFPS.
(D) DFPS must approve the Turnover Plan, which must include at a minimum:

(1) The SSCC’s approach and schedule for the transfer of data and information, as described in this Section.
(2) The quality assurance process that the SSCC will use to monitor Turnover activities.
(3) The SSCC’s approach to training DFPS or a subsequent contractor’s staff in the operation of its business processes.

DFPS is not limited or restricted in the ability to require additional information from the SSCC or modify the Turnover Plan as necessary, including requiring the SSCC to submit an updated Turnover Plan at any point during the term of the contract based on performance or financial issues identified as a result of contract monitoring.

Section 5.05 Post-Turnover Services. Thirty (30) days following Turnover of operations, the SSCC must provide DFPS with a Turnover Results Report documenting the completion and results of each step of the Turnover Plan. DFPS will not consider Turnover completed until DFPS approves the Turnover Plan. If the SSCC does not provide the required data or information necessary for DFPS or the subsequent contractor to assume the operational activities successfully, the SSCC agrees to reimburse DFPS for all reasonable costs and expenses, including: transportation, lodging, and subsistence to carry out inspection, audit, review, analysis, reproduction, and transfer functions at the location(s) of such records; and attorneys’ fees and costs. This section does not limit DFPS’s ability to impose remedies or damages as set forth in the Contract.
Exhibit B: DFPS SSCC Uniform Contract Terms and Conditions

DFPS Uniform Contract Terms & Conditions
1. **General Provisions**

1.1 **Legal Authority.** Pursuant to its authority under Texas Human Resources Code §40.058, the Texas Department of Family and Protective Services (DFPS or the Department) is authorized to enter into this Contract (Contract or Agreement).

1.2 **Incorporation by Reference.** The following documents are incorporated into the Contract for all purposes and are on file with the Department, the SSCC, and subcontractor(s).

1.2.1 The solicitation document
1.2.2 The application, response, or bid submitted by the SSCC
1.2.3 Form 2031, Signature Authority Designation
1.2.4 Form 4732, Request for Determination of Ability to Contract
1.2.5 Form 2030, Budget for Purchase of Service with Narrative, if applicable
1.2.6 Form 1513, Disclosure of Ownership and Control Interest Statement, if applicable
1.2.7 HUB Subcontracting Plan, if applicable
1.2.8 Form 9007\[for applicable payment type\], Internal Control Structure Questionnaire (ICSQ), if applicable

1.3 **Order of Precedence.** To the extent of any conflict between the provisions of this Contract and other relevant documents, the conflict will be resolved, to the extent possible, by reference to the documents in the following order of priority:

1.3.1 First, this Contract and any amendments hereto;
1.3.2 Second, the solicitation document, including all attachments and exhibits, and any modifications, addendum, or amendments issued in conjunction with the solicitation; and
1.3.3 Third, the application, response, or bid submitted by the SSCC, including all attachments and exhibits.

1.4 **Sovereign Immunity.** No part of any of this Contract, nor DFPS's conduct related to this Contract, will constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DFPS, the State of Texas, and their officials and staff. DFPS does not waive any such privileges, rights, defenses, or immunities by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

1.5 **Severability.** Invalidity or unenforceability of one or more provisions of this Contract will not affect any other provision of this Contract. If a part of the Contract is determined invalid or unenforceable, a clause of as similar terms as may be legally possible may be added in order to make the prior intent of such provision legal, valid, and enforceable.

1.6 **Force Majeure.** Neither party will be liable for any delay in performance under this Contract related to an unavoidable cause not attributable to the fault or negligence of the respective party. Such delays will extend the period of performance at the discretion of DFPS. The SSCC must inform the Department in writing of proof of force majeure within five (5) business days or otherwise waive this right as a defense.

1.7 **Survivability.** All obligations and duties of the SSCC not fully performed as of the expiration or termination of this Contract will survive the expiration or termination of the Contract.

1.8 **Non-waiver.** Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.
2. Children and Youth

2.1 Access to Children and Youth. The Contractor will permit access to all Children and Youth referred to the SSCC by the Department to DFPS, its employees, its designees, and properly identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).

2.1.1 All parties will exercise their right of access in a reasonable manner and attempt to plan and coordinate such visits in cooperation with the Contractor and in a manner that minimizes disruption of the care of the Children placed with the Contractor.

2.1.2 This section will not be construed to prohibit the Department or its designees from making unannounced visits to the Contractor's facilities or to a foster home verified by a CPA.

2.1.3 In order to assess that an individual is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:

2.1.3.1 If such individual is an employee of the CASA, review for a valid court order; and

2.1.3.2 If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the Child; or

2.1.3.3 Review that the individual is named on the Child's Contact List.

2.1.4 If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then the Contractor or Caregiver should obtain approval from the Child's caseworker or chain of command prior to granting the individual access to the Child.

2.2 Health Care Services for Children in Substitute Care.

2.2.1 The SSCC must access all medical, dental, vision and behavioral health care for children in substitute care referred by DFPS through STAR Health, managed care system for children in substitute care, unless otherwise directed by DFPS.

2.2.2 The SSCC must access Medicaid healthcare related services which are excluded from or carved out of the STAR Health Plan but for which children are eligible to receive.

2.2.3 The SSCC will be financially responsible for providing behavioral health services for children served by The SSCC when community resources are not available and/or Medicaid does not cover the cost of the service. The cost of all medically necessary behavioral health services for children served by the SSCC should be covered through Medicaid.

2.2.4 No later than the third (3rd) business day after a child's caregiver receives a letter denying prior authorization for a Medicaid service, The SSCC will e-mail a scanned copy of the denial letter and the date of such receipt to the CPS caseworker or caseworker's chain of command and the DFPS regional Well-being Specialist.

2.3 Research/Studies. Children and families referred to the SSCC for services will not participate in research and/or studies without the prior written approval of DFPS.

2.4 Case-Specific Dispute Resolution. Case-specific disputes between the SSCC and DFPS will be resolved using the following protocol:

2.4.1 Step 1: Objective, solution-driven, discussion or meeting between the individual(s) closest to the issue in dispute. If a mutually agreeable solution is not achieved, the
individual will notify the other individual that they plan to involve their chain of command.

2.4.2 Step 2: If Step 1 is unsuccessful, either party may proceed to Step 2. Disputes proceeding to Step 2 will be elevated to a knowledgeable, neutral DFPS staff member who understands the philosophy and goals of foster care redesign and is not a direct supervisor of the individual involved in the appeal. A written decision to the appeal is required within five business days.

2.4.3 The SCC must ensure continuity of services, as defined by DFPS, to the child or family affected while seeking to resolve case-specific disputes.

2.5 Notification of Family/Tribal Affiliation. The SCC must notify DFPS in writing within one business day of a child's family member(s) that it becomes aware of during its work with the child and/or any other individual or entity. The SCC must immediately notify DFPS in writing upon learning that a child or a family member may possibly have a tribal family connection.

2.6 Evaluation. The SCC will be required to participate in and provide information for the DFPS evaluation of the Foster Care Redesign.

2.7 Education. The SCC must ensure:

2.7.1 Each School-Aged Child is enrolled in a Public School within three school days of placement unless an exception has been granted in writing by the Child's Caseworker or Caseworker's Chain of Command;

2.7.2 If a Child has to withdraw from a Public School due to a change in placement that results in the Child being discharged, the Discharging Contractor must notify the Public School within three school days of this discharge, unless an exception has been granted in writing by the Child's Caseworker or Caseworker's Chain of Command;

2.7.3 Each School-Aged Child attends a Public School unless the Contractor has received a written exception to this requirement by the Child's Caseworker or Caseworker's Chain of Command;

2.7.4 Each Child three, four, and five years of age:

2.7.4.1 Attends a pre-kindergarten program offered through the Public School or an early childhood education program offered through Head Start, if available, in the local community of the Child's Caregiver, unless an exception has been granted by the Child's Caseworker or Caseworker's Chain of Command;

2.7.4.2 May attend a private, early childhood education program or pre-kindergarten program paid for by the Contractor or Caregiver, if an exception has been granted by the Caseworker or Caseworker's Chain of Command;

2.7.5 Written verification of the Child's enrollment is provided to the Caseworker within five calendar days of the Child's enrollment;

2.7.6 In compliance with the Texas Education Code §29.012, if the Child is three years of age or older, the Contractor will provide written notice to the school district in which the Facility is located, not later than the third calendar day after the date a Child is placed in a residential Facility. For this written notice, the Contractor should reference the Texas Education Code §29.012 and include the following minimum information:

2.7.6.1 Name and date of birth of Child;
2.7.6.2 Name of CPA and Foster Family or GRO;
2.7.6.3 Address of location where Child resides; and
Exhibit B: DFPS SCC Uniform Contract Terms and Conditions

2.7.6.4 Contact information for the representative of the CPA or GRO who is submitting such notice; or

2.7.6.5 The Contractor also has the option of using the DFPS template for this purpose, which can be accessed at:

http://www.dfps.state.tx.us/documents/PCS/CPA_notice_to_ISD_sample_letter.doc;

2.7.6.6 The Contractor shall minimize disruptions to a Child's education by scheduling therapy, and other appointments, outside of school hours, whenever possible.

2.7.6.7 The Department may at any time require that a Child attend the local Public School.

2.7.7 The SCCC will minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

2.7.8 The SCCC will ensure necessary support to achieve educational goals, including but not limited to, tutoring, help with homework and obtaining necessary school supplies.

2.7.9 The SCCC will ensure caregiver participates in all child/youth ARD meeting(s) and parent/teacher conferences either in person or by telephone.

2.8 Education Portfolio.

2.8.1 The SCCC must maintain and update the Education Portfolio for each school-age child in the SCCC's care. The SCCC must keep the Education Portfolio where the child resides while in paid foster care. The contents of the Education Portfolio must include:

2.8.1.1 School enrollment documentation: Birth certificate, Social Security number, Immunizations, and withdrawal notice from the last school;

2.8.1.2 Special education documentation: Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), documents related to Section 504 of the Rehabilitation Act of 1973 regarding reasonable accommodations, Full Individual Evaluations and/or other diagnostic assessments;

2.8.1.3 Report cards, progress reports, and/or IEP progress reports;

2.8.1.4 Transcripts;

2.8.1.5 Standardized test results;

2.8.1.6 Referrals, notices, or correspondences; and

2.8.1.7 School pictures.

2.8.2 The SCCC will make the Education Portfolio readily available to DFPS for each school-age child on any visit with the child or otherwise, if requested.

2.8.3 The SCCC will ensure and document that the report card and progress reports are discussed with each School-Age child.

2.8.4 The SCCC will provide the Child's Education Portfolio to DFPS at the time a School-Age child is discharged from the Contractor's care.

2.8.5 For each School-Aged child, the SCCC must ensure:

2.8.5.1 The most current educational documents and records are in the child's Education Portfolio; and

2.8.5.2 The Child's Education Portfolio includes the child's current school withdrawal paperwork, if applicable.

2.9 Post-Secondary Educational and Vocational Activities. The SCCC must:
2.9.1 Provide or facilitate access to post-secondary education, vocational or technical training, support services and activities, including job readiness, skills training, and apprenticeship program opportunities that are required by the Child's Plan of Service and CPS Transition Plan at 16 years of age and/or as developmentally appropriate, so each Child:

2.9.1.1 Has access to appropriate community vocational activities, including services provided by the local Texas Workforce Solutions offices (if available in the area) and post-secondary education programs; and

2.9.1.2 Receives the assistance needed to maximize the benefit of these activities;

2.9.2 Guide and assist the Child in accessing and completing documents when required for the State-Paid Tuition Fee Waiver and Education and Training Voucher (ETV) Program if there is a need by the Child.

2.10 Driver License. The SSCC must:

2.10.1 Ensure that the following are made available to Children to facilitate driver license fee waiver-residency affidavit requirements:

2.10.1.1 A DFPS Foster Youth Driver License Fee Waiver Letter;

2.10.1.2 A Texas Department of Public Safety (DPS) Texas Residency Affidavit (Form DL-5), which is completed and signed by the Child and a Representative; and

2.10.1.3 For Children under age 18, a Representative to accompany the Child to the DPS driver license office to provide acceptable proof of residency; and

2.10.2 Inform Children who have applied for a driver license of the need to notify DPS of a new address change within 30 days of a change in placement.

2.11 ECI Program. The SSCC must, for each Child who is younger than three years of age:

2.11.1 Provide, in compliance with the Texas Education Code §29.012, written notice to the local ECI program not later than the third calendar day after the date a Child is placed in a residential Facility. For this written notice, the Contractor should reference the Texas Education Code §29.012 and include the following minimum information:

2.11.1.1 Name and date of birth of Child;

2.11.1.2 Name of CPA and Foster Family or GRO;

2.11.1.3 Address of location where child resides; and

2.11.1.4 Contact information for the representative of the CPA or GRO who is submitting such notice: or

2.11.1.5 The Contractor also has the option of using the DFPS template for this purpose which can be accessed at:


2.11.2 Notify the Caseworker and Primary Care Physician (PCP) if the Contractor has a concern regarding the physical or mental development of a Child under the age of three;

2.11.3 Ensure that a referral to ECI is made if the Caseworker or PCP has determined a referral is necessary;

2.11.4 Facilitate the continuation of ECI services to each Child who was receiving ECI services prior to placement;

2.11.5 Ensure the Caregiver fully participates in the Child's ECI evaluation and process for developing an Individualized Family Service Plan (IFSP) for ECI services;
2.11.6 Ensure the Caregiver performs the following duties related to the Child's participation in the ECI Program:

2.11.6.1 To the extent the Caregiver consents to the Child's recommended and additional ECI Program services, the Caregiver fully participates in and supports such services;

2.11.6.2 To the extent the Caregiver declines to consent to any of the Child's recommended and additional ECI Program services, the SSCC must immediately submit a detailed written report to the Caseworker explaining why such declined services are not in the best interest of the Child.

2.11.6.3 To the extent the Caregiver disagrees or has a concern with any matter related to the identification, evaluation, placement, or provision of ECI services, the Caregiver may exercise the Caregiver's rights under the ECI rules of the Texas Department of Assistive and Rehabilitative Services (DARS) which are referenced in Part 2, Chapter 108 of Title 40 of the TAC, including 40 TAC §§108.111, procedures for filing complaints; 108.113, investigation and resolution of complaints and 108.123, opportunity for a hearing; and

2.11.7 Ensure the Caregiver provides written consent for:

2.11.7.1 The Child's ECI information to be entered into the Child's Health Passport; and

2.11.7.2 The Child's Caseworker and Caseworker's Chain of Command to directly access ECI records from the ECI program if necessary.

2.12 Approval for Travel and Visits.

2.12.1 SSCC will develop and maintain a written policy regarding overnight travel and overnight visits. When the SSCC desires to take a child outside of the state or country, the SSCC will follow DFPS policies and procedures including the completion of the Caregiver Declaration Regarding Out-of-Country Travel (Form 2069).

2.12.2 Written approval for travel and visits is not required when:

2.12.2.1 The CPS Caseworker arranges for the child to visit with members of the child's family; or

2.12.2.2 The CPS Caseworker authorizes the child to travel in specified circumstances (usually routine trips or visits).

2.12.3 The Contractor shall provide or arrange all travel to ensure the Child's access to:

2.12.3.1 Behavioral Health, Medical, Dental, Vision, and Pharmacy services;

2.12.3.2 Recreational, educational and after-school activities, sibling visits, family visits, court hearings, Preparation for Adult Living (PAL) activities, Aging-Out Seminars, Youth Leadership Council activities, Permanency Conferences, CPS Transition Plan Meetings, Family Group Conferences, Circles of Support Conferences, local Texas Workforce Solutions offices, Transition Centers (if available in the area); and

2.12.3.3 Any other services necessary to fulfill the tasks on a Child's Plan of Service.

2.13 Rights of Children and Youth in Foster Care. The SSCC must give all children served a written copy of the DFPS Rights of children and youth in foster care at the time of placement, and, for CPAs, at the time of any placement changes to a new foster home.

The SSCC must provide services to children who are deaf or hard of hearing that ensure effective communication. When providing services to a child who is deaf or hard of hearing, the SSCC must contact a Deafness Resource Specialist from the Department for Assistive and Rehabilitative Services (DARS) for assistance in determining how best to ensure effective communication.
2.14 **Discipline and Crisis Management.**

2.14.1 **Discipline.** The SSCC must develop and implement discipline policies consistent with the Texas Administrative Code (TAC) and Minimum Standards.

2.14.2 **De-Escalation and Crisis Management.** The SSCC must develop and implement Emergency Behavior Intervention policies consistent with the TAC and Minimum Standards.

2.15 **Voluntary Extended Foster Care or Return to Foster Care.** The SSCC will offer assistance to the youth in maintaining documentation such as school transcripts or pay stubs to demonstrate that any such child/youth 18 to 22 years of age is qualified to remain in Extended Foster Care or Return to Care. The SSCC will notify DFPS if a child or youth is no longer meets eligibility criteria for Extended Foster Care or Return to Care. The SSCC will assist the child/youth in completion of the Voluntary Extended Foster Care Agreement, Form 2540, during the following time periods:

2.15.1 Within the thirty (30) days preceding the child/youth's 18th birthday, when possible; and

2.15.2 When this is not possible, no later than the 30th day after the youth's 18th birthday.

3. **Payment**

3.1 **Funds Availability.** This Contract depends upon the availability and receipt of state or federal funds that the Department has allocated to this Contract. If funds for this Contract become unavailable during any budget period, DFPS may immediately terminate or reduce the amount of this Contract at the discretion of the Department. The SSCC will have no right of action against DFPS if DFPS cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Agreement.

3.2 **Payments.** The SSCC must seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1 (Code of Federal Regulations). This subpart establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF). Any bill or amended bill, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed in a proper and timely fashion.

4. **Contractor Responsibilities**

4.1 **Legal/Regulatory.**

4.1.1 DFPS is accountable for meeting federal funding requirements outlined in the Temporary Assistance for Needy Families (TANF) program and in Titles IV-B and IV-E of the Social Security Act. The SSCC must follow all applicable state and federal child welfare laws and regulations when providing the services outlined in this contract. Information about applicable state and federal child welfare laws and regulations may be found by accessing the following resources:

4.1.1.1 Title IV-B - Child Welfare Policy Manual:

4.1.1.2 CAPTA:

http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta03/

4.1.1.3 Compilation of Titles IV-B, IV-E and Related Sections of the Social Security Act:


4.1.1.4 Temporary Assistance for Needy Families:

http://www.acf.hhs.gov/programs/ofa/

4.1.1.5 DFPS State Plan for IV-B and IV-E:

http://www.dfps.state.tx.us/About/Reports_and_Data/default.asp

4.1.1.6 Prompt Payment. The SSCC must remain in compliance with the Texas Comptroller of Public Accounts Prompt Payment Requirements. Information about these requirements may be accessed by visiting:

https://fmx.cpa.state.tx.us/fm/payment/vendorinfo.php

4.1.2 Funding Restrictions. The SSCC may not use funds received from DFPS to replace any other federal, state, or local source of funds awarded under any other contract.

4.1.3 Non-Denial of Services. A client referred to the SSCC by DFPS cannot be denied or experience a delay in services based on a failure to pay fees or contribute to the cost of any service.

4.1.4 Medicaid for Purchase of Service Clients.

4.1.4.1 Individuals referred by DFPS and served through the SSCC may be Medicaid (Traditional or Managed Care) eligible. The SSCC must have a process to verify the Medicaid eligibility of the individual served, initially and on an on-going basis. This process should include requesting a copy of the Medicaid card at the first encounter and periodic verifications of eligibility, as well as being informed and following the process for service providers of based on the individual's Medicaid plan.

4.1.4.2 DFPS allocated funding will not be used for Medicaid eligible services for Medicaid eligible clients except as stated in letter f) below. The SSCC must use Medicaid (Traditional or Managed Care) as the source of payment for eligible individuals when Medicaid reimburses for the identified service. If the SSCC chooses not to utilize Medicaid for any Medicaid eligible individual, then the SSCC cannot bill DFPS for the service.

4.1.4.3 The SSCC must keep documentation of the proof of Medicaid and results of Medicaid and Managed Care verification and claims in the client file.
4.1.4.4 Failure to appropriately bill Medicaid for an eligible service will result in reimbursement to DFPS for any payments made by DFPS.

4.1.4.5 The SCCC will accept Medicaid or Medicaid Managed Care compensation as payment in full for covered services. The SCCC must not bill DFPS until the Medicaid claim is finalized. If the SCCC bills DFPS for services which are Medicaid eligible and for which the SCCC actually receives payment from Medicaid, the SCCC will reimburse DFPS for the payment, plus interest. Interest on such overpayment amount will be calculated from the date of receipt of DFPS funds by the SCCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury’s Median Rate (resulting from the Treasury’s auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

4.1.4.6 If Medicaid refuses to pay for a service [excluding residential child care services and/or services listed in Section 2.12.3.6], except when due to an SCCC error or failure to take appropriate and timely action to include appeals, payment will be made through the contract with proof of denial from Medicaid.

4.1.5 **Private insurance (Stages II and III).**

4.1.5.1 The SCCC may ask those individuals referred to the SCCC through the process described in Section 2.12.1.2 if they are covered by private insurance and request if they are in agreement to utilize their private insurance. If in agreement, the SCCC will request the client file claims through their insurance for services (excluding paid foster care and Preparation for Adult Living Services) documenting their agreement. Note: Medicaid requires that existing insurance be used first for all eligible clients (excluding children receiving Foster Care Medicaid). Medicaid will pay what the private insurance does not cover up to the Medicaid fee. If the client refuses to file a claim then Medicaid will deny the claim and it will be a billable claim against the contract with the proper documentation.

4.1.5.2 The SCCC may claim reimbursement through the contract allocation for deductibles and/or insurance co-payments for allowable private insurance claims not otherwise paid by the client, so long as such a payment is permitted by federal TANF and Titles IV-B and IV-E regulations and documentation is maintained to support this claim.

4.1.5.3 If the client has insurance and chooses to file a claim, the SCCC may choose to accept and require its service providers to accept the final insurance compensation as payment in full for covered services.

4.1.5.4 If the client has insurance but the insurance carrier refuses to pay or fully pay for an otherwise allowable service, the client should be assisted and encouraged to appeal. Claims should be made through the contract allotment after the denial has been appealed and with proof of denial from the insurance company, when the client follows through with the appeal. When the client does not appeal, documentation of the contractor's efforts to assist and the client's failure to act should be documented.

4.1.5.5 The SCCC must keep documentation of the explanation of benefits for each insurance claim charged to the contract in the client file. The SCCC must not bill DFPS until the insurance claim is finalized. If the SCCC bills DFPS for services which are covered by private insurance eligible and for which the SCCC actually receives payment from the insurance carrier, the SCCC will reimburse DFPS for the payment, plus interest. Interest on such
overpayment amount will be calculated from the date of receipt of DFPS funds by the SSCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

4.1.6 **Sliding Fee Scale / Service Co-Payments (Stages II and III).**

4.1.6.1 The SSCC may use a sliding fee scale or otherwise allow individuals DFPS has referred to the SSCC for purchased services (services to families) to be responsible in part for paying fees for purchased service (with the exception of services offered as a part of Preparation for Adult Living).

4.1.6.2 DFPS must approve the SSCC's plan for using a sliding fee scale or co-payments prior to implementation.

4.1.6.3 The SSCC must make efforts to collect fees and/or co-payments at the point of service; however, the client's failure to pay must not result in denial of services.

4.1.7 **Reimbursement for Vandalism or Damage.** DFPS will not reimburse the SSCC for vandalism or damage caused by deliberate acts of destruction by any individual referred to the SSCC by DFPS.

4.1.8 **General Requirements for All Payments to SSCC.**

4.1.8.1 The SSCC must submit bills for purchased services (excluding foster care) in an accurate and timely manner, preferably within 15 days of the month following the month of service.

4.1.8.2 All payments will be made to the SSCC after deducting any known previous overpayment made by DFPS, plus interest. Interest on such overpayment amount will be calculated from the date of receipt of DFPS funds by the SSCC of the overcharged amount until the date of payment to HHSC, and will be calculated at the Department of Treasury's Median Rate (resulting from the Treasury's auction of 13-week bills) for the week in which liability is assessed, but in no event to exceed the highest lawful rate of interest.

4.1.8.3 The SSCC will reconcile all claims prior to the most current eight quarters. The SSCC will seek payment or adjustment to payments in accordance with the time limit specified in 45 CFR 95.1. This subsection establishes a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under titles IV-B, IV-E and TANF. Any claim or amended claim, which is submitted to DFPS later than seven quarters after the end of the quarter of the expense, will not be processed unless DFPS determines that submission of payment of the claim to the federal government can be processed in a proper and timely fashion.

4.1.8.4 The SSCC will submit IRS Form 1120, or evidence of an extension. The required IRS Form 1120 is due annually within 150 days of the end of the Providence Service Corporation of Texas fiscal year or the date indicated by the extension, if applicable.

4.1.8.5 The SSCC will submit quarterly financial statement on accrual basis.

4.1.8.6 The SSCC will treat its operation under this contract separately in financial statements to facilitate monitoring and to track the financial performance of the SSCC.
4.2 **Required Record Keeping.** The SSCC must ensure compliance with all record keeping requirements stated in this contract as well as DFPS Residential Child Care Minimum Standards and the Texas State Records Retention Schedule. For information about the Texas State Records Retention Schedule, please visit:

http://www.tsl.state.tx.us/slrm/recordspubs/rrs4.html

The SSCC must maintain documentation to support performance measures to allow for testing the validity of the results reported. The SSCC must have policies and procedures for ensuring the development and sharing of accurate and useful client reports. At a minimum, the following will be required:

4.2.1 **Maintenance of Individual Child (Stages I, II, III) and Family/Client (Stages II-III) Case Files.** At a minimum, files must include all assessments, evaluations, service plans, and monthly and closing summaries for services provided in Stages I-III.

4.2.2 **Referral Tracking System (Stages I-III).** The SSCC must develop and maintain a tracking system to record and document DFPS' referral of children and families for services to the SSCC, including date and time of referral and when services were initiated.

4.2.3 **Provider Personnel Files.** The SSCC must maintain and ensure subcontractors maintain personnel files that include, but are not limited to, the following information:

- 4.2.3.1 Copy of current professional license(s), as applicable
- 4.2.3.2 Verification of Medicaid provider number, as applicable
- 4.2.3.3 Copy of completed Forms 2970c and 2971c or other applicable form as identified by DFPS
- 4.2.3.4 Copy of Background Check Results

4.3 **Financial Records Maintenance and Retention.** The SSCC must maintain all financial and statistical information using the accrual method of accounting in accordance with 1 TAC §355.7101(6).

4.3.1 The Contractor will provide access to all records and information concerning a child served under this contract to properly identified individuals appointed by a court of competent jurisdiction (Volunteer or Court Appointed Special Advocates (CASA), guardians ad litem, and attorneys ad litem).

4.3.2 Such records and information may include, but is not limited to, documentation of face-to-face visits with the Child by the Contractor's Case Manager staff, the Child's Service Plan, documentation of services provided to a Child, medical and dental information, educational documentation, and narratives.

4.3.3 In order to assess that an individual who is accessing records and information is appointed by a court of competent jurisdiction, a Contractor or Caregiver should:

- 4.3.3.1 If such individual is an employee of the CASA, have a valid court order; and
- 4.3.3.2 If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance that clarifies the individual's appointment to the Child.

4.3.3.3 If Contractor or Caregiver cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then the Contractor or Caregiver should obtain approval from the Child's caseworker or chain of command prior to granting access to records of information.

4.4 **Reporting Abuse, Neglect, or Exploitation.** The SSCC will promptly report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code, Chapter 261. All reports must be made within twenty-four (24) hours of the discovery of abuse, neglect, or exploitation.
4.5 **Cultural Competency.** The SSCC must provide services to people of various cultures, races, ethnic backgrounds, and religions in a manner that recognizes, values, affirms, and respects the worth of the individuals, and protects and preserves their dignity. The SSCC will:

4.5.1 Exhibit a clear understanding of the cultural beliefs of children and families in the distinct communities and population hubs within the designated catchment area.

4.5.2 Provide ongoing education in the form of orientation, training, workshops, and other educational opportunities to help staff, caregivers, and subcontractors understand the impact race, culture, and ethnic identity have on them and others and how they impact services to children and families.

4.5.3 Ensure that caregivers and subcontractors understand the impact of disproportionality and disparities in the child welfare system. Disproportionality is the over representation of a particular race or cultural group in a program or system and is an issue DFPS remains committed to addressing. Catchment area specific statistics/data on race and ethnicity are included as a part of the procurement library, which can be found on the ESBD website.

4.5.4 Coordinate and deliver services in a manner that is relevant to the culture of children and families served in the distinct communities and population hubs within the designated catchment area.

4.5.5 Develop and implement a plan to ensure the composition of the SSCC workforce reflects the race, ethnicity, and culture of the client population.

4.6 **Testimony in Proceedings.** In accordance with Section 2.16 of Exhibit A of the Contract, the SSCC will require its employees, agents, volunteers, consultants, or subcontractors to testify in judicial and administrative proceedings at the request of DFPS. To the extent possible, The SSCC will also assist the Department in locating past employees, agents, volunteers, consultants, or subcontractors when DFPS requires past employees, agents, volunteers, consultants, or subcontractors to appear and testify in accordance with this subsection.

4.7 **Removal of Access.** The SSCC will immediately remove access capabilities to any DFPS automated/internet-based application(s) or immediately notify DFPS that access to such applications needs to be terminated for an employee, subcontractor, or volunteer whose employment, subcontract, or volunteer term with The SSCC has ended for any reason.

4.8 **Notice of Funding.** The SSCC will place prominent notices acknowledging the funding it receives from the Department in all of its literature that describes services covered by this Contract. This notice will also appear in The SSCC’s annual financial report, if any is issued.

4.9 **Personnel.** Contractor will assign only qualified personnel to this Contract. Contractor, in its reasonable discretion, may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor will provide to DFPS prior written notice of any proposed change in key personnel who will be involved in providing services under this Contract. The Texas Penal Code (Section 32.52) prohibits the use of fraudulent or substandard degrees. Contractor must include a process to verify the education and degree requirements of all employees in its human resources policy.

4.10 **Subcontracting.** Contractor will be responsible to DFPS for any subcontractor's performance under this Contract. Subcontractors providing services under the Contract will meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract will relieve Contractor of responsibility for ensuring the requested services are provided. Contractor will
monitor any subcontractor providing services described in this Contract on an annual basis at a minimum. If Contractor uses a subcontractor for any or all of the work required, the following conditions will also apply:

4.10.1 Contractors planning to subcontract all or a portion of the work to be performed will identify the proposed subcontractors and provide this information to DFPS upon request.

4.10.2 Subcontracting will be solely at Contractor's expense.

4.10.3 DFPS retains the right to check subcontractor's background, qualifications, and experience and to approve or reject the use of submitted subcontractors.

4.10.4 Contractor will be the sole contact for DFPS and Contractor will list a designated point of contact for all Department inquiries regarding its subcontractors and subcontracted services.

4.10.5 Subcontracts. Contractor will include a term in all subcontracts that incorporates this Contract by reference and binds subcontractor to all the requirements, terms, and conditions of this Contract that relate to the service being provided by the subcontractor, as well as explicitly hold that this Contract controls in the event of any conflict with the subcontract between the SSCC and the subcontractor. DFPS approval of Contractor's use of any subcontractor is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Contractor.

4.10.6 Payment to Subcontractors. Pursuant to Chapter 2251 of the Texas Government Code, Contractor will make any payments owed to subcontractors within ten (10) calendar days of Contractor's receipt of funds from DFPS. The SSCC must maintain records that account for funds expended separately for each subcontracted agency which provides care or services under the continuum.

4.10.7 Insurance. DFPS will not require any uniform insurance requirement for SSCC subcontractors. The SSCC will be solely responsible for their subcontractors maintaining a level of insurance coverage and limits appropriate for the services the subcontractor is providing during the contract term. The SSCC must ensure adequate protection for all funds expended and all clients served under this contract. If the SSCC subcontracts with a governmental entity, the SSCC will waive any insurance requirements related to this contract for the governmental entity.

4.10.8 Reporting. SSCC must require subcontractors, as a condition of the subcontract agreement, to report critical incidents, licensing investigations, Licensure Board reports and investigations, suspected fraud or fraud investigations, and Minimum Standards violations to the SSCC. For said circumstances in particular, and at all times in general, the SSCC must have operational procedures and mechanisms in place to respond immediately to conditions or situations that may pose a threat to child or youth safety. The SSCC will notify DFPS of subcontractors' disclosure. Failure to disclose and report may be regarded as a breach of contract. Additionally, Contractor must obtain a waiver from each of its subcontractors which allows DFPS to disclose information to the SSCC relating to background checks, prior contract performance history and monitoring, and licensing investigations of a subcontractor, or a subcontractor's employees, agents, and volunteers.

4.10.9 The SSCC must include, as a part of all subcontract agreements, a provision stating that DFPS or its designee will become the primary contracting entity with the subcontractor in the event that the SSCC contract with DFPS is terminated or non-renewed.
Exhibit B: DFPS SSCC Uniform Contract Terms and Conditions

4.10.10 **Subcontract Dispute Resolution.** The SSCC must have a clearly defined approach and protocol for addressing both case-specific and contract disputes which may arise between the SSCC and a subcontractor.

4.10.11 **Residential Child Care Subcontractors.** If a subcontractor will provide residential child care services under this contract, then Contractor must explicitly state in its subcontract that the subcontractor will be responsible for meeting all DFPS residential child care licensing minimum standards and requirements, regardless of any terms or conditions of the subcontract. Additionally, Contractor must submit necessary information of its subcontractors to DFPS prior to placement so that DFPS can enter that information into IMPACT.

4.10.12 Contractor will ensure that all subcontractors, including foster parents, participate and provide information to be used in Evaluation of Foster Care Redesign activities as directed by DFPS.

4.11 **Assignments.** The SSCC will refrain from transferring or assigning any portion of this Contract without prior written approval from DFPS. The SSCC may collaterally assign its right to receive payments for the services provided by The SSCC. The SSCC must give written notice to DFPS at least ten (10) working days in advance of any assigned payment. The SSCC will not assign or otherwise encumber any interest in or rights to payments of funds that The SSCC must pass through to other individuals or entities per the requirements of this Contract.

4.12 **DFPS Background Check Policy.** Any person who has direct contact with DFPS clients or client information must undergo a DFPS background check in accordance with this section and the DFPS Background Check Policy. The Department reserves the right to conduct background history checks on the SSCC, the SSCC's employees, subcontractors, volunteers, agents, and other individuals who interact with DFPS Clients or have access to Clients’ records. DFPS will conduct all necessary background checks on the SSCC through the licensing process. If the SSCC chooses to provide services under this Contract through a subcontractor licensed by DFPS, then DFPS will conduct background checks on the licensed subcontractor through the licensing process. If Contractor provides services for families in Stage II of the implementation model (see Section 2.05) under this Contract through a subcontractor who is not licensed by DFPS, then Contractor must verify and ensure that such subcontractors and their employees, agents, and volunteers undergo DFPS background checks by using the DFPS Automated Background Check System (ABCS) according to the instructions in the user guide located at:


4.12.1 **Disclosure and Release.** Contractor will disclose and release, or cause its employees, subcontractors, and volunteers with direct client contact and/or access to client records to disclose and release, any allegation made against that employee, subcontractor, or volunteer alleging the commission of:

4.12.1.1 an act of abuse, neglect, or exploitation of Children, Youth, the elderly, or persons with disabilities;

4.12.1.2 criminal history or any current criminal indictment (for felonies) or information (for misdemeanors) involving an offense under the Texas Penal Code against:

4.12.1.2.1 the person;

4.12.1.2.2 the Family;

4.12.1.2.3 public order or decency;

4.12.1.2.4 public health, safety, or morals; or

4.12.1.2.5 property;
4.12.1.3 an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or

4.12.1.4 any act or offense that can reasonably be associated with potential risk of harm or loss to the Department and/or its clients based on the job duties or contractual role(s) of the person in question at any time during the contract period.

4.12.2 Method of Disclosure and Release. This disclosure and release is required of all individuals who have, or will have, direct contact with clients and/or access to client records, prior to such contact or access and will be accomplished through the use of:

4.12.2.1 a criminal history background check;
4.12.2.2 a DFPS abuse and neglect history check; and
4.12.2.3 if the ABCS system is used to conduct the background check, a signed disclosure and release by each person attesting to this information, which will be maintained by Contractor, available for review by the Department, and renewed at intervals not to exceed 24 months while the Contract is in effect.

4.12.3 Contact with Clients. Contractor will prevent or promptly remove any employee, agent, volunteer, subcontractor, subcontractor's employee, subcontractor's agent, or subcontractor's volunteer from direct client contact and/or from access to client records who is identified by the DFPS Background Check Unit. If DFPS determines that the person in question has not committed the acts or offenses alleged, that person may again be assigned to direct client contact and/or access to client records. However, the Contractor will notify the Department of its intent to do so no later than ten (10) business days and receive Department approval prior to the reassignment. Contractor must provide the DFPS with further information concerning the reasons for the reassignment upon the request of the Department. If the person in question is found to have committed any of the acts or offenses listed in this Contract, that person will not be reassigned to duties involving any direct contact with clients and/or access to client records.

4.12.4 Contractor will ensure initial and subsequent 24-month Background History Checks (Checks) are performed in compliance with Minimum Standards, including:

4.12.4.1 Submitting initial Checks timely;
4.12.4.2 Submitting subsequent 24-month Checks before their due date;
4.12.4.3 Ensuring employees, volunteers, Contractors, and caregivers are not present at the facility if the Checks are submitted past the due date; and
4.12.4.4 Timely complying with any DFPS Centralized Background Check Unit requirements when there is a relevant Check for a particular employee, volunteer, Contractor, or Caregiver, which includes but is not limited to restrictions on employee actions like not transporting Children or not being the sole Caregiver for Children, or submitting complete requests for risk evaluations timely.

4.12.5 Access to IMPACT. No person will have access to IMPACT without completing a DFPS 4047 and receiving prior approval from the Department. The SSCC will provide DFPS with a list of each employee who the SSCC proposes to have access to IMPACT and require each such employee to complete a DFPS Form 4047. The SSCC must ensure that DFPS has a current list of all SSCC employees with IMPACT access at all times. If this list changes at any time for any reason, the SSCC must notify DFPS immediately and take any necessary precautions to ensure the protection of confidential information and IMPACT system security.

4.12.6 If, during a Federal audit, there is a finding that Checks are not being performed by the Contractor within the timeframes required by Minimum Standards and Contract,
this finding can result in a disallowance of Title IV-E funds claimed on behalf of the Child. In addition to any other remedy under this Contract, DFPS can require the Contractor to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs, and interest.

4.13 Limitation on Use of DFPS Seal and Name. The SCCC may not use the DFPS seal in any form or manner without the prior written approval of the Department. The SCCC also may not use the name of DFPS to imply any endorsement, approval, or sponsorship of The SCCC’s goods or services by DFPS.

4.14 Independent Contractor. The SCCC will serve as an independent The SCCC in providing services under this Contract. The SCCC’s employees will not be construed as employees of DFPS or the State of Texas. The SCCC has sole authority and responsibility to employ, discharge, and otherwise control its employees and The SCCCs. The SCCC is responsible for providing all necessary unemployment and workers’ compensation insurance for the SCCC’s employees.

4.15 Taxes. DFPS is not responsible for any state, local, or federal taxes. The SCCC must comply with all federal, state, and local tax laws.

4.16 Buy Texas. In accordance with Texas Government Code §2155.4441, the State of Texas requires that during the performance of a contract for services, The SCCC will purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

4.17 Prohibition on Non-compete Restrictions. The SCCC will not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with other providers (including DFPS). This Section does not limit or preclude the SCCC’s ability to require employees or subcontractors to enter into binding nondisclosure or confidentiality agreements.

4.18 INDEMNIFICATION. The SCCC will defend, indemnify, and hold harmless the State of Texas, DFPS, and its officers and employees from any claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including, without limitation, attorney’s fees and court costs connected with any acts or omissions of The SCCC or any agent, employee, subcontractor, or supplier in the execution or performance of this Contract. The SCCC will coordinate its defense with the Texas Attorney General as requested by DFPS. This paragraph is not intended to and will not be construed to require The SCCC to indemnify or hold harmless the State or the Department for any claims or liabilities resulting from the negligent acts or omissions of DFPS or its employees.

4.19 Insurance. The SCCC must maintain the following minimum insurance requirements throughout the contract term.

4.19.1 DFPS will require The SCCC to provide evidence of insurability within 48 hours prior to contract execution. The SCCC will provide DFPS with documentation that it meets or exceeds the applicable insurance coverages and limits in this subsection. Documentation can include, but is not limited to, insurance policies, accords, certificates or binders, self-insurance plans and/or bonds.

4.19.2 DFPS reserves sole discretion to determine whether a document provided to DFPS meets the minimum insurance requirements, coverage, and/or limits.

4.19.3 If the coverage will be provided through an insurance policy(ies) or other similar insurance document(s), The SCCC represents and warrants that the issuing
insurance company is licensed and authorized to do business in the State of Texas and has "B" or higher rating.

4.19.4 If the coverage will be provided through a Self-Insurance Plan, then the submitted plan must demonstrate that it can provide DFPS with the required coverages and limits.

4.19.5 If the coverage will be provided through a bond or other financial instrument, then the issuer must be authorized to do business in the State of Texas.

4.19.6 Insurance requirements for subcontractors of The SSCC are listed in the UTCs.

4.19.7 **Commercial General Liability Insurance.**

4.19.7.1 In Stage I, The SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $1,000,000 per occurrence, and $2,000,000 general aggregate.

4.19.7.2 In Stage II, The SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $2,000,000 per occurrence, and $4,000,000 general aggregate.

4.19.7.3 In Stage III, The SSCC will maintain coverage including, but not limited to, liability with minimum combined bodily injury (including death) and property damage limits of $3,000,000 per occurrence, and $5,000,000 general aggregate.

4.19.7.4 In Stages I-III, the Commercial General Liability Insurance policy must afford Sexual Molestation and Abuse coverage of $1,000,000 aggregate.

4.19.8 **Professional Liability Insurance.** If The SSCC's employees will be providing professional services, The SSCC will maintain professional liability for these employees, including coverage for the rendering of, or failure to render, professional services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

4.19.9 **Business Automobile Liability Insurance.** The SSCC will obtain business automobile liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $1,000,000 aggregate.

4.19.10 A Performance and Payment Bond covering an amount equal to any advance payment made to The SSCC by DFPS. The Performance and Payment Bond must allow DFPS the right to recover funds directly from the bonding company. Commercial Crime Insurance to cover losses from fraudulent and dishonest acts with a minimum limit of $250,000 per occurrence endorsed to cover third party property/funds and deletion of the conviction clause.

4.19.11 **SSCC Notice to DFPS of Any Material Changes.** The SSCC will provide written notice to DFPS of any material changes to any document submitted under this subsection within one business day after it knows, or should have known, of the material change; such notification also includes cancellation of coverage before the expiration date (i.e., end of policy period) of the applicable document.

4.19.12 **Renewals or New Coverages during Contract Period.** The SSCC must always have available documentation for DFPS that required coverages under this Section are current and in full force and effect. If the document has a period of coverage, then The SSCC will ensure that after each renewal, it provides the new coverage document to DFPS within one business day of receiving the new coverage document. In the event that The SSCC obtains coverage from a new issuer or insurer, then The SSCC will immediately provide the new coverage document to DFPS.

4.19.13 **Notice of Cancellation Endorsement Requirement.** For the insurance coverage in
Sections 2.8.5.G.1-5 above, The SSCC agrees that it will request for any insurance policies, or other similar documents, that an endorsement be included which states that if the Insurer cancels the coverage before the end of the policy's period, then the Insurer will provide notice to DFPS' named individual with a 30-day notice of cancellation.

5. Confidentiality

5.1 Disclosures under the Public Information Act. All contracts and other information submitted to DFPS may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). If The SSCC submits proprietary or otherwise confidential information to DFPS, then The SSCC should clearly identify that particular information and the specific exception to disclosure in the Act. Making a blanket claim that an entire submission is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire proposal confidential. DFPS assumes no responsibility for asserting legal arguments for The SSCC. The SSCC should consult with legal counsel concerning disclosure issues and take precautions to safeguard trade secrets and other proprietary information.

5.2 Confidential Information. Unless specified otherwise in this contract, Contractor will not release confidential information to any party without the prior written approval of DFPS. Contractor will not use any information supplied by DFPS except for the purposes described in this Contract. If Contractor stores, collects, or maintains any data, Contractor will only use such data internally in the performance of this Contract.

5.2.1 Contractor will establish a method to ensure the confidentiality of records and other confidential information relating to clients according to applicable federal and state laws, rules, and regulations.

5.2.2 This provision does not limit the Department's right of access to client case records or other information relating to clients served under this Contract. The Department will have an absolute right to access and copies of such information, upon request.

5.2.3 If Contractor receives any request or demand for disclosure of confidential information by oral questions, documents, subpoenas, civil investigative demand, interrogatories, requests for information, or other similar legal process, Contractor will provide DFPS with immediate notice of such request (no later than two (2) business days) so that the Department may seek an appropriate protective order and/or consent to Contractor's disclosure of the requested records.

5.2.4 Research and Publication. Contractor may not use any confidential information supplied by DFPS for any research purposes, training, or publication without the prior written approval of the Department.

5.2.5 The provisions of this section remain in full force and effect following termination, non-renewal, or any cessation of the services performed under this Contract.

5.2.6 The Contractor may release or otherwise use a photo or image of a Child under the following circumstances:

5.2.6.1 Before the Contractor may release or otherwise use a photo or image of a Child, the following conditions must occur:

5.2.6.1.1 It is in the best interest of the Child, poses no threat to the Child's health or safety, and the use is not for any commercial use, publicity, pecuniary benefit, or similar gain for the Contractor or any other party;

5.2.6.1.2 No reference is made to the fact the Child is in the conservatorship of DFPS, and the use does not stigmatize the Child in any way;

5.2.6.1.3 The Child approves of the release or use; and
5.2.6.4 Permission is received from DFPS prior to release or otherwise use of a photo or image.

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

5.2.6.2.1 The photo or image is released or otherwise used by the Child or Caregiver to the Child's friends or to the Caregiver's friends or family, including but not limited to school pictures traded with peers or a family photo sent in a holiday card;

5.2.6.2.2 The photo or image is released by the Child or Caregiver to the Child's biological family; or

5.2.6.2.3 The photo or image is used as a normal part of a school or extracurricular activity, including but not limited to photos published in the school yearbook or a church newsletter, photos of Honor Roll students published in the local newspaper, a group photo of a scout troop distributed to all the troop members and posted on a community youth center bulletin board, photos of the sports team posted in a school showcase, or other similar publication.

5.2.6.3 Any other release or use of photo or images of a Child must be approved in writing by the Caseworker or Chain of Command.

6. Contract Administration

6.1 Notifications. The SSCC will notify the Department immediately of any significant change affecting The SSCC or this Contract, including, but not limited to, change of The SSCC's name or identity, ownership, control, governing board membership, key personnel, any problem or potential problem associated with performance or services, or payee identification number. The SSCC will also provide DFPS with any documentation or information related to a notification provided for under this section. The SSCC will also notify DFPS of any lawsuit brought against The SSCC related to the services provided for in this Contract. Unless otherwise noted in this Contract, The SSCC will provide all notices in writing to the Department within ten (10) working days.

6.2 Right to Audit. The SSCC will cooperate fully in any review conducted by DFPS or its authorized representatives related to services provided under this Contract. DFPS has the authority to monitor, inspect, assess, and review the fiscal, contractual, or program performance of the SSCC, including all information related to any services provided under this Contract or billed to DFPS. The SSCC will remedy in a timely manner, any weaknesses, deficiencies, program noncompliance, or audit exceptions found as a result of a review by DFPS or its authorized representatives. Such remedy can include a refund of billed amounts or any other appropriate actions deemed necessary by DFPS. Acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, HHSC Office of Inspector General, or any successor agency, to audit or investigate the expenditure of funds under this Contract or any subcontract. The SSCC will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through The SSCC and the requirement to cooperate is included in any subcontract it awards.

6.3 Reporting. Contractor will submit all reports requested by the Department in appropriate format and within the time limits specified by DFPS. If DFPS has not specified a time limit for the reporting request, then Contractor will have ten (10) business days to respond to the request. If Contractor cannot respond to a reporting request within ten (10) business days, it will promptly notify DFPS of the time within which it can respond to the request and the parties will establish a reasonable time limit. The Contractor must accurately complete cost reports, time studies, Internal Control Structure Questionnaires (ICSQs), Contract Monitoring surveys, and any other reports required by this Contract.
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or requested by the Department. The Contractor must submit annual cost reports as required by 1 TAC §§355.7101-7103. Contractor will also make client records and any other programmatic or financial records, books, reports, and any other supporting documents available for reviewing and copying by the Department, the U.S. Department of Health and Human Services, or their authorized representatives within the time limits specified by DFPS.

6.3.1 **Cost Report Training.** The Contractor acknowledges and agrees that individual(s) responsible for preparing the Contractor’s cost reports shall:

6.3.1.1 Attend HHSC cost report training in compliance with 1 TAC §355.7101 prior to submitting an annual cost report; and

6.3.1.2 Attach a copy of the preparer’s training certificate to each completed cost report.

6.3.2 **Legislative Requests.** If DFPS requires information from Contractor in order to respond to a request from the Texas Legislature, Federal Agency, or any other applicable governmental entity, then the Department will contact Contractor and identify the needed information required by DFPS. Contractor must provide a report to DFPS with the requested information within eight (8) hours unless DFPS and Contractor have agreed to a different timeframe. If DFPS and Contractor do agree to a different timeframe, Contractor must obtain written confirmation via e-mail of the agreement.

6.3.3 **Media Requests.** If DFPS requires information from Contractor in order to respond to a media request, then the Department will contact Contractor and identify the needed information required by DFPS. Contractor must provide a report to DFPS with the requested information within two (2) calendar days unless DFPS and Contractor have agreed to a different timeframe. If DFPS and Contractor do agree to a different timeframe, Contractor must obtain written confirmation via e-mail of the agreement.

6.4 **Record Keeping.**

6.4.1 Unless otherwise noted in this Contract, The SSCC will maintain legible copies of this Contract and all related documents for a minimum of five (5) years after the termination of the contract period or five (5) years after the completion of any litigation or dispute involving the Contract, whichever is later. The SSCC will provide any records and information concerning a child to the Department upon request. The SSCC must forward legible records and information to the Department within fourteen (14) calendar days. The SSCC will provide any necessary records and information to DFPS upon verbal request in emergency situations. In emergency situations, The SSCC must submit legible records and information within the Department's specified timeframe. **THE SSCC MUST NOT DISPOSE OF RECORDS PERTAINING TO CHILDREN IN DFPS CONSERVATORSHIP BEFORE PROVIDING THE DEPARTMENT'S CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DEPARTMENT'S CONTRACT MANAGER.**

6.4.2 The SSCC will comply with the Identity Theft Enforcement and Protection Act (Chapter 521 of the Texas Business and Commerce Code). The SSCC has a duty to protect personal information and to notify all affected parties of any breach of personal information.

6.5 **Authority of Department Staff.** DFPS staff are not authorized to sign non-DFPS forms unless those forms have received prior approval by the Department. DFPS is not bound by unauthorized staff actions in signing such forms.
6.6 **Vendor Performance.** Pursuant to Section 2155.144 (K) of the Texas Government Code and 20.108 of the Texas Administrative Code, state agencies are required to report vendor performance on any purchase of $25,000 or more from contracts administered by the CPA or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA's procurement rules and procedures. DFPS reports vendor performance by means of the Vendor Performance Tracking System (VPTS), which can be accessed online at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

DFPS may use the VPTS to determine best value when awarding contracts in instances where past performance is included as a factor in the evaluation of a vendor for award.

6.7 **Complaint Reporting.** Unless otherwise noted in this Contract, DFPS will contact The SSCC when a complaint is received, and advise the SSCC whether DFPS will conduct an investigation or will coordinate with the SSCC for an investigation and a response. When DFPS requires the SSCC to conduct any part of the complaint investigation, The SSCC must respond in writing to DFPS with all information and according to DFPS requirements and specified time frames. If The SSCC is unwilling or unable to provide any information within the time required, The SSCC will provide a written explanation for any information that The SSCC does not submit, any applicable date by which The SSCC will provide the information, and the detailed reasons why The SSCC is unwilling or unable to provide such information.

6.8 **Comptroller Status.** The SSCC has an affirmative duty to remain in compliance with applicable franchise tax requirements. If the Texas Comptroller of Public Accounts (CPA) designates the SSCC to be forfeited from doing business in the State of Texas, the contract will terminate effective on that date.

The SSCC agrees that should the Texas Comptroller of Public Accounts (CPA) ever place the SSCC on "vendor hold," then the Department will apply all payments under this Contract directly toward eliminating any of The SSCC's debts or delinquencies to the State of Texas.

6.9 **Single Audit.** All DFPS Contractors identified as subrecipients will submit a Single Audit Determination (SAD) form in accordance with HHSC-OIG requirements. The SSCC will submit an annual financial and compliance audit of The SSCC's fiscal year in accordance with Single Audit Requirements of OMB Circular A-133 (Audits of State, Local Government, and Non-Profit Organizations) and Texas Uniform Grant Management Standards. The SSCC will re-procure with the objective of rotating the independent audit firm every six years. The SSCC will submit verification of the re-procurement of the independent audit firm for Single Audits.

7. **Governing Law and Regulations**

7.1 **Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of Texas with venue in State District Court, Travis County, Texas.

7.2 **Information Security Requirements.** The SSCC must comply with the following:

7.2.1 The DFPS IT Security Policy located at:


7.2.2 Health and Human Services Enterprise Information Security Standards and

SSCC Uniform Terms and Conditions
Guidelines
7.2.3 Title 1, Texas Administrative Code, Sections 202.1 and 202.3-.28
7.2.4 Texas Human Resources Code, Section 40.005
7.2.5 Texas Family Code, Section 161.006(a)-(b)
7.2.6 Texas Family Code, Section 162.018
7.2.7 Texas Family Code, Subchapter C, Sections 261.201-.203
7.2.8 Texas Family Code, Section 264.408
7.2.9 Texas Family Code, Section 264.511
7.2.10 Texas Health and Safety Code, Section 85.115
7.2.11 Title 40, Texas Administrative Code, Subchapter B, Sections 700.201-.209
7.2.12 The Federal Information Security Management Act of 2002 (FISMA);
7.2.13 Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
7.2.14 NIST Special Publication 800-53 Revision 3 – Recommended Security Controls for Federal Information Systems and Organizations; and
7.2.16 In addition to the requirements expressly stated in this Section, The SCCC must comply with any other State or Federal law, regulation, or administrative rule relating to the specific DFPS program area that The SCCC supports.
7.2.17 Upon reasonable notice, The SCCC must provide, and cause its subcontractors and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
7.2.17.1 The SCCC information security policies;
7.2.17.2 The SCCC information security procedures;
7.2.17.3 The SCCC information security standards;
7.2.17.4 The SCCC information security guidelines;
7.2.17.5 The SCCC security plan in compliance with NIST Special Publication 800-53 Revision 3;
7.2.17.6 The SCCC security violation reports;
7.2.17.7 The SCCC employee security acknowledgement agreements; and
7.2.17.8 Lists of The SCCC’s employees, subcontractors, and agents with authorized access to DFPS confidential information.
7.2.18 Items 1.42.17.1 through 1.42.17.7 above are subject to DFPS’ review and approval. Neither DFPS’ review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of The SCCC’s obligations under this Agreement.
7.2.19 The SCCC will provide, and cause its subcontractors and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
7.2.19.1 Statement on Auditing Standards No.70, Service Organizations (SAS-70) Report;
7.2.19.2 General Security Controls Audit;
7.2.19.3 Application Controls Audit;
7.2.19.4 Vulnerability Assessment; and
7.2.19.5 Network/Systems Penetration Test.

7.3 Federal and State Requirements. The SCCC will comply with all applicable federal and state
regulations as well as the Department's policies and procedures regarding services delivered under this Contract.

7.3.1 **Anti-Discrimination.** The SSCC agrees to comply with state and federal anti-discrimination laws, including without limitation:

7.3.1.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
7.3.1.2 Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. §794); this Contract may be subject to HHS EIR Accessibility Requirements. If The SSCC must comply with HHS EIR Accessibility Requirement, The SSCC must follow terms and conditions at: 
http://architecture.hhsc.state.tx.us/myweb/Accessibility/docs/HHSUniformEIRAccessibilityClause.doc;

7.3.1.3 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
7.3.1.4 Age Discrimination Act of 1975 (42 U.S.C. §§6101–6107);
7.3.1.5 Title IX of Education Amendments of 1972 (20 U.S.C. §§1681–1688);
7.3.1.6 Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
7.3.1.7 The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

The SSCC agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

7.3.2 The SSCC agrees to comply with Title VI of the Civil Rights Act of 1964, and its regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a The SSCC from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require The SSCCs to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. The SSCC agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. The SSCC also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate language other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

7.3.3 The SSCC agrees to comply with Executive Order 13279, and its regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

7.3.4 Upon request, The SSCC will provide HHSC Civil Rights Office with copies of all of The SSCC's civil rights policies and procedures.

7.3.5 The SSCC must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to the address below.

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Exhibit B: DFPS SSCC Uniform Contract Terms and Conditions

Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

7.3.6 If applicable, The SSCC will comply with:
7.3.6.1 Health and Safety Code Section 85.113 (workplace and confidentiality guidelines regarding AIDS and HIV);
7.3.6.2 The Immigration Reform and Control Act of 1986 and any subsequent immigration laws related to employment verification and retention of verification forms for any individuals performing any labor or services under this Contract; including The Immigration Act of 1990 and The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996;
7.3.6.3 All state and federal licensing and certification requirements and regulations prescribed by the United States Department of Health and Human Services and DFPS;
7.3.6.4 The Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.);
7.3.6.5 All mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan related to the Energy Policy and Conservation Act (Pub.L.94-163);
7.3.6.6 The Fair Labor Standards Act (FLSA) (29 U.S.C. § 201 et seq.) regarding minimum wages, overtime pay, recordkeeping, and child labor; and
7.3.6.7 42 U.S.C. §675(4) (Foster care maintenance payments must be expended for items that are provided by foster parents and facilities).
7.3.6.8 Uniform Administrative Requirements for Awards and Subawards to institutions of higher education, hospitals, other nonprofit organizations, and commercial organizations. 45 CFR 74.
7.3.6.9 Contract Cost Principles and Procedures. 45 CFR 31.
7.3.6.11 Uniform Grant Management Standards (UGMS) issued by the State of Texas.

7.3.7 FFATA Reporting. The SSCC must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in 1.27.9 if The SSCC is a Subrecipient. No direct payment will be made to The SSCC for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in 1.27.9 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of The SSCC's obligations under this Contract. DFPS may provide written notice to The SSCC of any such change in accordance with this Contract, but such notice will not be a condition precedent to The SSCC's duty to comply with revised OMB reporting requirements.

7.3.8 Subrecipient Reporting. If The SSCC is a Subrecipient, The SSCC will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

7.3.8.1 Sub-award Information. A Subrecipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of
award of a contract with a value of $25,000 or more, (and any modifications
to these contracts that change previously reported data):

7.3.8.1.1 Unique identifier (DUNS Number) for the contractor receiving the
award and for the contractor's parent company, if the contractor has
a parent company.

7.3.8.1.2 Name of the contractor.

7.3.8.1.3 The SSCC's physical address including street address, city, state,
and country. Also include the nine-digit zip code and congressional
district.

7.3.8.1.4 The SSCC's primary performance location including street address,
city, state, and country. Also include the nine-digit zip code and
congressional district.

7.3.8.2 **Subrecipient Officers' Total Compensation (Top 5).** According to the
timeframes communicated by the Department but no later than the end of
the month following the month of a contract award, and annually thereafter,
the contractor will report the names and total compensation of each of the
five most highly compensated executives for the contractor's preceding
completed fiscal year if—

7.3.8.2.1 In the contractor's preceding fiscal year, the contractor received—

7.3.8.2.1.1 80 percent or more of its annual gross revenues
from Federal contracts (and subcontracts), loans, grants
(and subgrants) and cooperative agreements; and

7.3.8.2.1.2 $25,000,000 or more in annual gross revenues
from Federal contracts (and subcontracts), loans, grants
(and subgrants) and cooperative agreements; and

7.3.8.2.1.3 The public does not have access to information
about the compensation of the executives through periodic
reports filed under section 13(a) or 15(d) of the Securities
Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or
section 6104 of the Internal Revenue Code of 1986. (To
determine if the public has access to the compensation
information, see the U.S. Security and Exchange
Commission total compensation filings at
http://www.sec.gov/answers/execomp.htm.)

8. **Intellectual Property**

8.1 **Intellectual Property.** Except as otherwise provided in this Contract, all products produced by
The SSCC as a result of this Contract become the sole property of DFPS, including, without limitation,
all plans, designs, software, and other contract deliverables.

8.1.1 If The SSCC develops any copyrightable material in the course of performing this
Contract, then The SSCC will grant the State of Texas, DFPS, any federal awarding
agency, and the Health and Human Services Commission a royalty-free, non-
exclusive, and irrevocable right to reproduce, publish, or otherwise use, and to
authorize others to use, the work for governmental purposes.

8.1.2 This section does not apply to any report, document, or other data, or any invention of
The SSCC which existed prior to, or was developed or discovered independently
from, its activities related to or funded by this Contract.

9. **Termination, Remedies, and Dispute Resolution**
9.1 Termination, Remedies, and Dispute Resolution. Failure to enforce any provision of this Contract does not constitute a waiver of that provision, or any other provision, of the Contract.

9.1.1 Abandonment or Default. If Contractor materially defaults on the Contract, DFPS reserves the right to cancel this Contract without notice and either re-solicit or re-award the contract to the next best respondent or bidder. DFPS reserves the right not to consider the defaulting Contractor in the re-solicitation or in future solicitations for the same type of work, unless the specification or scope of work significantly changes. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided by law or under this Contract.

9.1.2 Immediate Suspension or Termination. The Department will immediately suspend or revoke this Contract if the Contractor is found liable for, or has a contract, license, certificate, or permit of any kind revoked for, Medicaid fraud. DFPS will also suspend or revoke this Contract if the Contractor's license, certificate, or permit has been revoked by any applicable licensing authority. This language does not limit the ability of the SSCC to pursue any action or other available remedy under Chapter 2260 of the Texas Government Code.

9.1.3 Contract Contingencies. Upon notification of contract termination, the SSCC and DFPS will meet to develop a plan of action within 10 days of notification of contract termination. This plan must be completed within 30 days and will include a timeline and process for reassignment of responsibilities. In the event that another DFPS Contractor fails to perform according to the terms and conditions of its contract, DFPS reserves the right to enter into negotiations with the SSCC in order for the SSCC to provide the services performed by the failed contractor on a temporary basis until such time as DFPS can procure the services for that contracted service area. DFPS will provide resources commensurate with the additional tasks and temporary responsibilities to the SSCC to support the function.

9.1.4 Remedies. The Department, based on information from monitoring or other verifiable sources which establish a breach of contract by Contractor, may immediately terminate this Contract for cause if the breach is material or take other actions, including, but not limited to:

9.1.4.1 requiring the Contractor to take specific corrective actions in order to remain in compliance with any contractual term;

9.1.4.2 withholding or recouping payments made to the Contractor;

9.1.4.3 suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;

9.1.4.4 removing from the provision of services any employee of the Contractor or subcontractor; and

9.1.4.5 suspending, placing into abeyance, or removal of any contractual rights including, but not limited to, withholding of payment, cessation of placement, and removal of all contract rights.

9.1.5 Liquidated Damages for No Eject/No Reject. 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 Foster Care Redesign. 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 SCC 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.

9.1.6 **Termination.**

9.1.6.1 **Immediate Termination.** Either party may terminate this Contract at any time with the consent of the other party. Nothing in this section will be construed to prohibit the Department’s right to immediately terminate this Contract for the reasons listed in Sections 9.1.1 and 9.1.2 of this Contract.

9.1.6.2 **Termination for Convenience.** Either party may terminate this Contract by providing thirty (30) days written notice to the other party of the Contract’s final date.

9.1.7 **Transition after Termination.** At the end of the contract term or other contract termination or cancellation, Contractor will aid in the transition to any new arrangement or provider of services. The respective accrued interests or obligations incurred to date of termination must also be equitably settled. Upon termination or expiration of this Contract, DFPS will work with Contractor to transfer all services as efficiently as possible with the goal to have all necessary services transferred by the effective date of the expiration or termination of the Contract. However, in the event that a transfer of all necessary services is not possible, Contractor will continue to provide necessary services in accordance with all terms and conditions of this Contract until all necessary client services are completely transferred.

9.1.8 **General Release.** The acceptance by Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction, or any other administrative means, will constitute and operate as a general release to the State from all claims of any liability to the Contractor arising out of the performance of this Contract. This language does not limit the ability of the SCC to pursue any action or other available remedy under Chapter 2260 of the Texas Government Code.

9.1.9 **Contract Dispute Resolution.** Should a dispute regarding the contract terms, definitions, or performance arise, both parties agree to use the Office of the Ombudsman to attempt to resolve any claim for breach of contract prior to the formal dispute resolution process provided for in Chapter 2260 of the Texas Government Code. If the Office of the Ombudsman cannot resolve the dispute to the satisfaction of both parties, then Contractor must use Chapter 2260 to attempt to resolve any claim for breach of contract. Neither the occurrence of an event, nor the pendency of a claim constitutes grounds for the suspension of performance by the SCC, in whole or in part.

10. **Certifications**

10.1 **Certifications.** The certifications enumerated below represent material facts upon which DFPS relies when accepting a bid for this solicitation. If the Department later determines that Potential the SCC knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. The SCC further agrees that it will provide immediate written notice to DFPS if at any time The SCC learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the SCC cannot certify the accuracy of all the statements contained in this section, The SCC**
must provide written notice to DFPS detailing which of the below statements it cannot certify and why. The SCC acknowledges its continuing obligation to comply with the requirements of the following certifications contained in its Proposal, and will immediately notify DFPS of any changes in circumstances affecting these certifications:

10.1.1 Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. The SCC certifies, to the best of its knowledge and belief, that:

10.1.1.1 In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of the SCC, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

10.1.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

10.1.1.3 The SCC will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

10.1.1.4 Payments of appropriated or other funds to The SCC under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

10.1.2 Suspension, Ineligibility, and Voluntary Exclusion. Executive Orders 12549, 13224 and 12689 require DFPS to screen each covered The SCC to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. The SCC certifies the following:

10.1.2.1 That The SCC is, to the best of its knowledge and belief, not on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

10.1.2.2 That The SCC will not knowingly enter into any subcontract with a person who is on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services or U.S. Treasury Department, as applicable.

10.1.2.3 That The SCC will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list without modification in any subcontracts or solicitations for subcontracts.

10.1.3 Child Support. Under Texas Family Code Section 231.006, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10.1.4 **Drug-Free Workplace Certification.** The SSCC certifies that it will or will continue to provide a drug-free workplace by:

10.1.4.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

10.1.4.2 Establishing an ongoing drug-free awareness program to inform employees about—

10.1.4.2.1 The dangers of drug abuse in the workplace;

10.1.4.2.2 The grantee's policy of maintaining a drug-free workplace;

10.1.4.2.3 Any available drug counseling, rehabilitation, and employee assistance programs; and

10.1.4.2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

10.1.4.3 Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement;

10.1.4.4 Notifying the employee in the statement that, as a condition of employment under the grant, the employee will—

10.1.4.4.1 Abide by the terms of the statement; and

10.1.4.4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

10.1.4.5 Notifying the agency in writing, within ten calendar days after receiving notice from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

10.1.4.6 Taking one of the following actions, within 30 calendar days of receiving notice, with respect to any employee who is so convicted—

10.1.4.6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

10.1.4.6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

10.1.4.6.3 Making a good faith effort to continue to maintain a drug-free workplace.

10.1.5 **Anti-Trust Certification.** Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., The SSCC certifies that neither the SSCC nor the firm, corporation, partnership, or institution represented by the SSCC, or anyone acting for such a firm, corporation, or institution has violated the anti-trust laws of this state, federal anti-trust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.1.6 **Deceptive Trade Practices.** The SSCC certifies that it has not been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice either in an administrative hearing or court suit within the last 5 years. The SSCC certifies that it has no officers who have served as officers of other entities who have been found guilty or liable of a Deceptive Trade Practices Act or any unfair business practice.
either in an administrative hearing or court suit within the last 5 years. The SSCC represents and warrants that within the last five years it has not been found guilty or liable of any investigation or proceeding by any federal or state securities regulator under any federal or state securities laws or regulations.

10.1.7 **Prohibited Responses and Contracts.** Pursuant to Texas Government Code §2155.004–006, The SSCC certifies that the individual or business entity named in this form is eligible to receive the specified contract and acknowledges that any contract concerning this certification may be terminated and payment withheld if this certification is inaccurate.

10.1.8 **Financial Interests and Gifts.** The SSCC certifies that neither The SSCC nor any person or entity that will participate financially in a contract has received compensation from DFPS for participation in preparation of specifications for a contract. The SSCC certifies that it has not given, offered to give, and does not intend to give at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with a contract.

10.2 **False Statements; Breach of Representations.** By signing this Contract, Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Contract. If Contractor signed this Contract with a false statement or it is subsequently determined that by DFPS that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, Contractor will be in default under this Contract and DFPS may terminate or void this Contract for cause and pursue other remedies available to the Department under this Contract and applicable law.
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